

**AGENDA**  
**PAROWAN CITY COUNCIL MEETING**  
**March 12, 2015**  
**Library Lounge, 16 South Main, 4:00 P.M.**

1. Call Meeting to Order
2. Opening Ceremonies/Thought/Prayer – Steve Weston  
Pledge of Allegiance - Troop 343
3. Does anybody have any conflicts or personal interest in any matter on the agenda which needs to be declared?

**CONSENT MEETING**

4. Approval of Minutes (February 26, 2015 City Council Meeting)
5. Purchase Orders/Warrant Register

**ACTION MEETING**

6. Iron County Rest Home Hardship Agreement
7. Iron County Rest Home Upper Limit Agreement
8. Hardship Agreement with Utah Medicaide
9. Department of Justice Agreement – Justin Wayment
10. Property Deed Agreement with Mel Lamph – Justin Wayment

**WORK MEETING**

11. Building Department/Planning and Zoning Report – Cleve Matheson
12. Parowan City Gravel Pit Discussion
13. Member Reports
14. Public comment & discussion - Two minute limit each
15. Adjourn

**CERTIFICATE OF POSTING & FAXING**

I hereby certify that on the 10<sup>th</sup> day of March, 2015 I posted a copy of the foregoing agenda at the Parowan City Office, Parowan City Library, on the State web site, on the City web site, and I emailed a copy to The Spectrum at [tracie@thespectrum.com](mailto:tracie@thespectrum.com).

  
\_\_\_\_\_  
Callie Bassett, City Recorder

***NOTICE:** Persons with disabilities needing special assistance to participate in this meeting should contact the City Office at 477-3331 no later than 24 hours prior to the meeting.*

**PAROWAN CITY COUNCIL MEETING**  
**February 26, 2015**  
**Library Lounge, 16 South Main, 6:00 p.m.**

**MEMBERS PRESENT:** Mayor Donald G. Landes, Councilmen Alan Adams, Troy Houston, Ben Johnson, Steve Thayer, Steve Weston, City Attorney Justin Wayment, City Manager Shayne Scott, City Recorder Callie Bassett

**MEMBERS ABSENT:** None

**PUBLIC PRESENT:** Chuck and Dottie Stade, Lloyd Benson, Dennis Gaede, Eric Johnson (Bond Counsel), Larry Pendleton, Derek Anderson (Sunrise Engineering), Harold Mitchell, John C. Robertson, Tammy Hulet, Paden Prentice, Dillon West, Bob Whitelaw, Jeff Wood, Gail B. Harris, Alexis Smith, Neal Smith, Shelby Bartlett, Jim Shurtleff

**CALL TO ORDER:** Mayor Landes called the meeting to order at 6:00 p.m.

**OPENING CEREMONIES:** Councilman Adams offered the invocation. He then led the Council and the public in the pledge of allegiance.

Mayor Landes introduced Tanner Harrison, Parowan City Youth Council's Mayor. He is observing the City Council meeting this evening.

**DOES ANYBODY HAVE ANY CONFLICT OR PERSONAL INTEREST IN ANY MATTER ON THE AGENDA WHICH NEEDS TO BE DECLARED?** Councilman Adams and Councilman Johnson both declared a conflict with the Center Creek Bypass Change Order. Councilman Johnson also declared a conflict of interest with the Parowan City Gravel Pit Discussion. He is related to Mr. Evans. Councilman Thayer stated that he will have a conflict during the Closed Session portion of the meeting.

### **PUBLIC HEARING**

**A PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC WITH RESPECT TO THE ISSUANCE OF THE LOCAL BUILDING AUTHORITY'S LEASE REVENUE BONDS, SERIES 2015 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,100,000 BEARING INTEREST AT THE RATE NOT TO EXCEED 1.5% PER ANNUM, TO MATURE IN NOT MORE THAN 35 YEARS FOR THE PURPOSE OF (I) FINANCING IN PART THE ACQUISITION AND CONSTRUCTION OF A CITY ADMINISTRATIVE BUILDING/PUBLIC SAFETY FACILITY AND RELATED IMPROVEMENTS FOR THE BENEFIT OF PAROWAN CITY, UTAH; (II) PAYING EXPENSES TO BE INCURRED IN CONNECTION WITH THE ISSUANCE AND SALE OF THE BONDS AND RELATED MATTERS.**

Mr. Scott explained that this is the bond for the New City Office. He said the only thing he would like to clarify is that the Council passes what is called a parameters resolution which

authorizes up to a maximum amount, in the case \$1,100,000. The actual amount that the City will be borrowing is \$972,000.

The Mayor asked for comments from the public. Mr. Dennis Gaede asked how much the payment on this amount was going to be each year. Mr. Scott answered that it will be approximately \$39,000. Mr. Gaede asked if this is within the budget. Mr. Scott said yes it is in the budget. He said there will be decisions to be made around it, but it is not all in one fund, so it is able to be distributed among the various department of the City.

## **CONSENT AGENDA**

### **APPROVAL OF MINUTES (February 12, 2015 City Council Meeting) PURCHASE ORDERS/WARRANT REGISTER**

Councilman Houston pointed out a couple of items on the warrant register. He mentioned that the utility bill on the fair building was higher than usual and wants the City to check and make sure that is within reason. He also said there are two different companies that we rent water coolers from. He asked if the City could purchase those coolers so we don't have to continually pay a rental fee.

Mr. Scott explained two of the purchase orders. One is to rework some water at the little league fields. This has been targeted by the City and the Little League as a top priority. Last year the Council allocated money to do this, so this project is budgeted for.

The second purchase order is \$6,000 for the pool. This was not budgeted for. Mrs. Alice Heidenreich brought this to Mr. Scott's attention during budget hearings and they talked about putting it in next year's budget. Mrs. Heidenreich made a convincing case that it is important to do this year before the pool opens. She actually has two significant things that need to be paid for, and we are trying to break those up and do one next year. She plans to have the cracks in the sidewalks sealed. This PO is for a new filter system for the pool. We are being pushed by health inspectors to do this.

Councilman Thayer moved to approve the consent agenda. Councilman Adams seconded the motion. All Council members voted in favor of the motion. The motion carried.

PO #899	Wheeler	\$2,285.51
PO #900	Wheeler	\$1,296.00
PO #902	Scholzen	\$6,000.00
PO #903	Sky Blue Pools	\$6,000.00

Councilman Houston moved to recess from the Parowan City Council Agenda and convene the Local Building Authority business. Councilman Adams seconded the motion. All Council members voted in favor of the motion. The motion carried.

## LOCAL BUILDING AUTHORITY BUSINESS

**A RESOLUTION OF THE LOCAL BUILDING AUTHORITY OF PAROWAN CITY, UTAH, AUTHORIZING AND APPROVING AN ANNUALLY RENEWABLE LEASE AGREEMENT, BETWEEN THE AUTHORITY AND PAROWAN CITY, UTAH; AUTHORIZING THE AUTHORITY'S \$972,000 LEASE REVENUE BONDS, SERIES 2015 FOR A CITY ADMINISTRATIVE AND PUBLIC SAFETY FACILITY AND RELATED IMPROVEMENTS; AUTHORIZING A MASTER RESOLUTION, GROUND LEASE AND THE SECURITY DOCUMENTS AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND RELATED MATTERS. Resolution LBA 2015-02-01.**

Mr. Scott said we have explained in the past why we do a Local Building Authority and he thinks the Council is clear on this. He said there may be some in the audience that don't understand why we have to do things as a Local Building Authority and as a City. He didn't want to belabor the point, but said it can be confusing. Mayor Landes said if anyone is interested after the meeting they can see Mr. Scott and he will be happy to explain it.

Councilman Thayer asked who is responsible for having 150 pages of lease agreement. He asked if it is the attorneys or if it is just something you have to do. He said on page 11 of the Master Resolution, the pay schedules show conflicting amounts. Mr. Eric Johnson of Blaisdell, Church and Johnson (the City's bond counsel) explained that this is an interest bearing note at 1.5%. He said what you are seeing in the resolution is the principal amount to be repaid, not the full payment with interest. In the last year, you see \$40,000 with very little interest. In the first year is \$29,000 with 1.5 % interest on the entire amount of the loan, which is about a \$39,000 payment. Mr. Thayer stated he may have read the information wrong.

Mr. Johnson explained that the loan is coming to the Local Building Authority (LBA) of Parowan. The LBA, however, does not own the land on which the building will be built. So in a ground lease, Parowan City leases the land to the LBA. Once the LBA has the rights to that land, it then borrows the money, gets the grant and puts the building on top of the land. The LBA then leases the building and the land back to the City. The amount of the lease is exactly what the payment is.

Mr. Johnson explained that the reason the documentation is a little thicker than other leases is because the lease between Parowan and its LBA is because it isn't one lease for thirty years; instead it is a series of one year leases. There are 30 one-year leases. That is the way this is structured. The security for the loan is the building itself, much like a home loan.

Mr. Thayer asked what the reason for the 30 one-year leases is. Mr. Johnson said that because the City Hall isn't going to generate revenue by itself. If the debt were for more than one year, that would be considered constitutional debt and there would be a requirement for an election. By structuring it this way, there isn't a requirement for an election. Mr. Thayer express his thanks to Mr. Johnson for the clarification.



Councilman Adams moved to approve Resolution LBA 2015-02-01. Councilman Houston seconded the motion. A roll call vote was taken as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Councilman Alan Adams	X			
Councilman Troy Houston	X			
Councilman Ben Johnson	X			
Councilman Steve Thayer	X			
Councilman Steve Weston	X			

Resolution LBA 2015-02-01 was approved.

Councilman Houston moved to recess from the Local Building Authority business and reconvene the City Council Action Meeting. Councilman Adams seconded the motion. All Council members voted in favor of the motion. The motion carried.

### **ACTION MEETING**

**A RESOLUTION OF THE CITY COUNCIL OF PAROWAN CITY, UTAH  
AUTHORIZING AN ANNUALLY RENEWABLE LEASE AGREEMENT BETWEEN  
THE CITY AND THE LOCAL BUILDING AUTHORITY OF PAROWAN CIYT, UTAH:  
AUTHORIZING THE AUTHOIRITY'S \$972,000 LEASE REVENUE BONDS, SERIES  
2015 FOR A CITY ADMINISTRATIVE AND PUBLIC SAFETY FACILITY AND  
RELATED IMPROVEMENTS; AUTHORIZING A MASTER RESOLUTION, GROUND  
LEASE, SECURITY DOCUMENTS, AND OTHER DOCUMENTS REQUIRED IN  
CONNECTION THEREWITH; AND RELATED MATTERS. Resolution 2015-02-01.**

Councilman Weston moved to approve Resolution 2015-02-01. Councilman Thayer seconded the motion. A roll call vote was taken as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Councilman Alan Adams	X			
Councilman Troy Houston	X			
Councilman Ben Johnson	X			
Councilman Steve Thayer	X			
Councilman Steve Weston	X			

Resolution 2015-02-01 was approved.

**IRON COUNTY REST HOME AGREEMENT:** Mr. Scott said they have not received an agreement from the people involved. Councilman Johnson moved to table this item. Councilman Adams seconded the motion. All Council members voted in favor of tabling this item. The motion carried.

**CENTER CREEK PIPE QUANTITY CHANGE ORDER:** Mr. Scott said this is different than the bypass discussion that is the next agenda item. This change order is to get the rest of the

pipe for the penstock. Councilman Johnson said they knew they were going to be short because they bid this as a unit cost and they didn't want to pay for pipe they weren't going to use. This is for the pipe they need to finish.

Councilman Weston asked about the damaged pipe. Mr. Scott said the contractor will pay for this. Mr. Scott said we will pay for the pipe and then deduct what is owed for the pipe out of what we pay them. However, the contractor, Precision Pipeline, missed the pipe that goes under Highway 143 in their bid, and is asking the City to help them get the pipe. So in this change order of \$8,600, the actual legal obligation the City has is about \$2600. Mr. Scott said that Precision missed it, but they are asking if the City will do anything to help them out.

Councilman Johnson asked if this was clearly in the documents to begin with. Mr. Scott said that is was. Councilman Johnson said that the next company could have missed the bid by that much because they included this pipe in their bid. This gives him heartburn because, in his opinion, it comes down to responsible bidding. Mr. Scott said that with this change order, the City would pay everything up front and then deduct the difference between the \$8,600 and the \$2,600, so Precision would be on the hook for about \$6,000.

Councilman Johnson said if the documents were unclear or it was an unforeseen condition or an omission or error by the architect or engineer, then he would say this is our responsibility. Mr. Scott said that he can only say in good conscience that they just missed it.

Councilman Thayer asked how everything has looked so far on this project and if they have been on target on everything else. Mr. Scott said they absolutely have. He said he can't say anything better about this contractor than he has already told them. Mayor Landes said we've had nothing but great success with this contractor. Mr. Scott said they have done little things for the City like running conduit in front of the Power Plant to the side of their trench. They did this for the City at no extra charge. Mr. Scott said they have been very, very good to work with.

Councilman Thayer said from his perspective and being in business for so long, he doesn't think we should pay the \$8,600, but he thinks we should contribute some to let them know we appreciate them and their work. Councilman Adams suggested the City split the \$6,000 with Precision.

Councilman Thayer moved to split the \$6,000 with Precision Pipeline to show them appreciation for what they have done. Councilman Adams seconded the motion. Hearing no further discussion, the Mayor called for a vote on the motion. Councilmen Houston, Adams, Weston and Thayer voted Aye. Councilman Johnson voted Nay. The motion carried.

**CENTER CREEK BYPASS CHANGE ORDER – SUNRISE ENGINEERING:** Mayor Landes mentioned that Councilman Adams and Councilman Johnson both have a conflict of interest in this matter. Attorney Wayment said that they can still vote on this issue if they feel that their conflict doesn't affect their ability to vote. It is their call.

Mr. Scott said that they have had a series of meetings about this very issue. One was held this afternoon. Mr. Derrick Anderson from Sunrise Engineering is the Civil Engineer on the Power

Plant. Mr. Anderson drew a picture on the white board to show how the whole system works. Mr. Scott said what we are talking about is the bypass down at the very bottom. There is a 6" bypass inside the plant that if we had to move water from generating power, it would go in this 6" bypass around the plant, and we could fix things inside the plant. What happens when we do this, however, is it backs the water up and kicks the water into the creek. This is unacceptable to the farmers because it wastes their water.

Mr. Scott said that another portion of this is, besides the maintenance of the plant, there is also high water flows. This plant has been designed for 11 CFS, and when the flow is over 11 CFS, there is a sensor that goes off and would automatically open up the bypass and allow them to not only capture the water that is going down the regular penstock pipe but would go in the bypass around it as well. So the farmers would get 99.9% of their water in a pipe which, Mr. Scott says, is their ideal.

Mr. Scott said there is a down side to the City in that when the bypass is opened, we lose pressure and therefore we lose power generation. Mr. Scott said it is really hard to say how often that would happen. We have high water flows at various times. Most of our data is by the month or even by the day, if we can get it. That valve may open up for an hour and close in an hour. It may not open up for five years. We just don't know. It is very, very important to the farmers that we get this bypass, however, because of the loss of water. We as a City are debating this to see if it benefits the City and the farmers. We are partners on this project, and this is one of their key arguments is yes it might have more benefit for the farmers, but it still benefits the City and we are partners. The farmers couldn't have done this project without the City, and the City couldn't have done this without the farmers.

Councilman Johnson said that one thing he got from their earlier meeting was that this was part of the original scope of the project. This is an additive alternate that they didn't know if they could afford at the time and didn't know if it was going to move forward. It is not a change in the scope. So the farmers haven't come to the City and said by the way we are getting all of this and we would love to have this if we can do it but it is clear outside the scope of the project. This was part of the initial scope of the project as an add alternate, which to him, is very important.

Councilman Thayer said if he understands correctly there is actually enough money in the budget in the overall bid to put this in because it is coming in a little bit under bid. Mr. Scott said that is correct in that we had a contingency. Everything else was obligated but the contingency. Mr. Scott said the contingency has been used here and there, for example the change order tonight on the pipe uses part of that contingency. Mr. Scott said they do feel like the City can afford this. It is \$181,000. That is the number the Council needs to know. Mr. Scott said that it is close and he's not going to lie. It's not like we have plenty of money and we are totally fine. He thinks it will work, but it is going to be tight.

Councilman Weston said the loss of generating power was pretty small. He thought it was under 2%. Mr. Scott said yes, but he thinks the argument there is it is just so hard to know when and how. They tried to put together a scenario. Councilman Weston said that the thing he learned from their meeting today was that the City qualified and got the low interest rate loan on this

project largely because we are in partnership with the Reservoir Company. Without them, it could have been triple this percentage. Councilman Weston said just doing the math on this on a 20 year loan is about \$750,000. He said to him this is very significant. It shows more of a partnership than what may show on the surface.

Councilman Johnson said that one other thing that benefits the City that came up is, at least from his understanding, is that if we have flash floods above that area, we get a lot of dirt and debris that comes down, we can trigger this valve to activate automatically so then it bypasses all of our expensive equipment in our power plant. It will be able to help protect that.

Councilman Thayer said historically he looks at this that the farmers have been an important part of our community since its founding and personally he feels this weighs into the equation as well.

Mr. Scott said he would add one other thing that he thought was important. He said he asked Attorney Wayment this last time, but does the City have an obligation, legal or otherwise, to get the farmers their maximum amount of water. He said he knows the City is meeting its obligation to get them their water. Attorney Wayment said there isn't an obligation as far as water rights go, but there is a moral obligation with the issue of the public funds. He said if the Council can justify this, he doesn't have a problem.

Attorney Wayment said the last time they talked about this he understood that there was a bypass that would be taking water around there all the time, but it was just if the plant ever shut down. He said one of the issues that they talked about was if your plant doesn't break down for twenty years and you spend \$200,000 on a bypass that's not used for twenty years, that's really not good expenditure of your public funds. Attorney Wayment reminded the Council that they all have an obligation to their public to expend public funds wisely. If it's something different than that and there are reasons to justify it certainly then there are reasons to justify it. He said the answer is no, the City doesn't have an obligation to take water from the top and deliver it down to the bottom. Yet, at the same time, we are in the second most arid state in the United States and to waste water, in most Southern Utah people's views, is a sin next to adultery and murder. He said, in fact, wasting water could be worse than murder because people have been killed over water.

In all seriousness though, Attorney Wayment said he thinks we deliver water from the top. He doesn't know of any law that states you have to deliver water to a specific point. He said there is a huge favor in the pipe that comes down here and obviously we don't lose that seepage. Attorney Wayment said once you take water out of a creek and let it dry up, when the water hits that again it sucks it right up into the ground. If you keep the creek full of water then it seals the bottom and you don't lose the water. Once you start taking water out and it dries the bed up, you lose the water. Councilman Adams said you may not lose as much, but there is four miles down the canyon with trees and grass that absorb the water. That's why they don't want to turn the water into the creek.

Attorney Wayment said if the City can find reasons to put in the bypass valve then fine. But his expression last time was the Council has an obligation though to expend public funds to the most prudent manner.



Councilman Adams asked where the City has a non-consumptive right to the water, wouldn't there be a law that says the City couldn't restrict the flow of the water to the farmers. If the City uses the water in a non-consumptive way or restricted it or put it down the creek, it seems like that would be illegal. Attorney Wayment said with a non-consumptive right, the City can use the water but they have to return it. Councilman Houston said the only right we have to the water is to go through the turbines. Attorney Wayment said he doesn't know if there is any obligation to deliver it. He said he certainly thinks you have to deliver it back or relatively back to where it would be if you took it out, but you cannot consume that water. So if you can make an argument that the City consumed the water causing the farmers to lose water because we brought it down here. He thinks you can make the same argument if you say you may have to move the water – and he didn't know if the water jumps right back in to where the creek always was or where it would go – he said you are saving the farmers four miles of loss seepage.

Councilman Adams said what he is saying is if they were to leave it as is without the bypass valve, there would only be a 6" pipe at that point, and you can't shove the 20" through the 6", therefore the water is going to come out the top and down the creek and there will be a loss there to the farmer.

Attorney Wayment asked why they aren't making the bypass pipe a bigger pipe. Mr. Scott said for hydro-electric purposes it isn't necessary. He said we asked the engineer to design a hydro-electric plant, and that's what they did. Attorney Wayment agreed, but said it's not \$200,000 to raise your pipe from 6" to 20" for the bypass. He asked if the valve is that much more expensive for a 20" pipe.

Mr. Anderson said the bypass inside the plant is only for draining the pipe if there is some maintenance in that section. So it is just a 6" pipe for drainage. The bypass for the plant would be a larger pipe with a larger energy dissipation valve which is expensive by nature (\$90,000). There is also included some controls and a vault around the piping connections. So that is what makes the cost what it is. Attorney Wayment said we are really comparing apples to oranges. Mr. Anderson said yes, when you talk about the 6" bypass in the plant as opposed to the larger bypass that we are talking about.

Attorney Wayment asked if the 20" can absorb all of the water that comes down that creek and will very seldom over flow. Councilman Johnson said he thinks it is safe to say that it will very seldom over flow. Attorney Wayment said without the bypass, it would cause the penstock to over flow a lot or often. Councilman Johnson said yes, maybe an hour at a time or five hours at a time. Then it would shut off.

Attorney Wayment said if we are talking about water that is going to back up once every ten years, he doesn't think you can justify doing this. Councilman Adams said that it would happen almost daily. He said the valve will open almost daily. Mr. Scott said we have two different issues here – maintenance and high flows. Attorney Wayment asked if the 6" pipe can handle the high flows. Mr. Anderson said it doesn't have the function to do that.

Attorney Wayment said he didn't know that before, and he thought this was going to happen once in a blue moon. Councilman Adams said the sensor sends a message that says ok, there are



13 CFS now, open the bypass valve a little and let more water through. Councilman Johnson added that it would open enough to let 2 CFS through the bypass. Mr. Scott said that this is also a bad thing for the City because it reduces the pressure for the power generation. He said from a City's perspective, we almost hope that never happens. Let's just keep it at 11 CFS and we will be cruising right along.

Councilman Houston said at the last meeting he asked if Mr. Scott could find any history on the last 30 years. Mr. Scott said we have a lot of history, but it is mostly monthly flows. There may be a little bit of daily information. Sunrise has calculated that 10% of the days there will be high flow. Councilman Johnson added that when we are generating a lot of power that means we have surplus power that we are selling off. At the times we are generating high power is when this will drop us down a little bit. It's not at the times we are running at 250 kW in January. That's never going to cut us down at that point. He said that's why it's such a hard number to hit – even as we are selling this power, it really depends on what the market is. Is that when all the high flows come in? Is that when there is more hydro electric power in the system? Can we sell it for a cheaper rate? Are we really getting money back out of it? It becomes a very hard number to hit.

Attorney Wayment said that high flows come in the middle of the night usually when you get your least generation of power because the sun melts the snow during the day, the water hits the creek during the day, then it cools down at night. As he understands it, based on the Beaver River (which he is becoming intimately familiar with), they get their flows at the wrong times just because of the nature of things. Of course it depends on the mileage.

Councilman Johnson said one concern he does have is he sees some advantages for the City in having this bypass help protect our turbines and equipment, but it does greatly benefit the farmers. The City is taking on the responsibility of maintenance of the bypass valve. If this valve goes bad in ten years, then the City is on the hook to replace this. He would like, if they approve this change order, to have the Reservoir Company have some responsibility back in this. He said frankly, they some responsibility in this first initial go around. They are paying for 50% of the project. But when we go to replace the valve in 10 years, they are paying 0% for that and the City would be on the hook for the full amount. He thinks if they approve the change order, he would like to see some type of agreement. Mayor Landes asked if we would put a 50% requirement for the irrigation company.

Councilman Houston said after he has thought about this for a couple of weeks, he had something come to him. He said over the past 5 or 6 years, the farmers have given the City water, more water than the City had coming to them. After he thought about it more and more, the feels like over the years the City have been given more than our share of water for our own irrigation system. He doesn't know how to even that out or make it right on paper. He said he weighed it out this way because he is still having grief over whether or not it is worth it for that 1% of the time the bypass will be used. He wanted someone to convince him that it would be worth it and why. That amount of money for that valve and then the maintenance on our side is costly.

Mr. Scott said if you want to ask a farmer about it they are going to give you a for sure answer. They are very passionate about this. Councilman Houston said he is too. He is going to want some water too, and they are going to say no. He wants to know how we are going to weigh this out.

Attorney Wayment said he isn't aware of any laws that say you have to take all of your water or none at all. They take it and if they don't they leave it in the creek. At the same time, he said we are in an arid desert, and it is something to really think about. He thinks everyone has a moral obligation to utilize water to the greatest benefit. It is something we can't afford to waste. He said look at this year and where we are at.

Councilman Johnson said this comes back to the original scope of the project. It is not a scope change. He said the ideal situation would be to have this valve in if we could afford to do it with the project. We didn't want to kill the project because we couldn't afford the valve, but if we had the money to move forward with it, then ideally it was set as part of the initial scope of the project.

Councilman Houston asked if there was such a thing that instead of a valve there was a fixed orifice so that when that amount of water comes down it automatically lets that percentage go by and we aren't messing with a valve, it is already a fixed hole that allows that extra percentage to go through and there is less maintenance for everyone except for the wear and tear on the orifice. Mr. Anderson said the problem is the flow at the upstream is changing and you have to have some way to know what the flow is.

Attorney Wayment said he kept asking why they don't dig a bigger hole up top and then you can keep it at 11CFS. He would think that would have been better for the farmers and you absorb more water and then it goes down, but he said that's already been constructed. Mr. Scott said that fluctuation is bad.

Councilman Weston said he feels the Council's responsibility is to make the best use of the money for the City. As he looks at it, by partnering with the Reservoir Company the City has saved hundreds of thousands of dollars. To him, even doing this project is a winner for the City financially, by at least half a million dollars. Mayor Landes said without the Reservoir Company, we wouldn't be able to do this project.

Mayor Landes addressed the Council and said they have talked about this for a long time, and he would entertain a motion one way or another here.

Councilman Weston moved to accept the change order for the bypass valve for \$181,000. Councilman Thayer seconded the motion. Attorney Wayment asked if there was any discussion regarding maintenance in the future on this. Councilman Weston amended his motion to include 50%-50% responsibility on all repairs and replacement on the bypass valve. Councilmen Houston, Johnson, Weston and Thayer voted in favor of the motion. Councilman Adams abstained from voting. The motion carried.

**NEW CITY OFFICE DESIGN BUILD TEAM – NOTICE OF AWARD:** Mayor Landes said they have received the recommendation from the selection committee that Larry Pendleton firm was their choice to build the New City Office. It needs to be made official at this time.

Councilman Adams moved to award the New City Office Design Build Team to Larry Pendleton design team. Councilman Johnson seconded the motion. All Council members voted in favor of the motion. The motion carried.

Mrs. Bassett had to turn the recorder off to change the battery. The meeting was suspended while she did this.

## **WORK MEETING**

### **PAROWAN LDS STAKE PUBLIC RELATIONS PRESENTATION – GAIL HARRIS:**

Mrs. Gail Harris expressed her appreciation for the invitation to come and speak to the Council and the Mayor. She thanked Mr. Scott for making that possible.

Mrs. Harris and her husband Jim have been given the assignment to serve as Public Affairs Director and Assistant Public Affairs Director in July. They are still trying to determine what their responsibilities are. Public Affairs is primarily concerned with creating and maintaining positive relationships with civic leaders, community leaders, school leaders, and interfaith groups throughout the community. Mrs. Harris said they know that if we can all work together because we have a commonality of interest (which is that we like Parowan), and if we can all communicate better and work together on many of our activities, then the experience is a win for everyone.

Mrs. Harris said that her job isn't about relationships between institutions; it is about relationships between people and individuals. She said she knows that for those to work, if it is a natural respectful conversation and experience, it is very satisfying and rewarding. Mrs. Harris said she is very excited to work for Parowan in this regard.

They want to plan activities that are appropriate for all people in the community. She wanted to make a clarification. Public Affairs and Parowan Interfaith are two different jobs, with two different definitions. The Interfaith has been well defined and is working well. Public Affairs hasn't really been incorporated yet. It is still new in the development. They need and hope to work with everyone on their activities. They are currently working with the High School on some service activities.

Mrs. Harris would like to look toward the future and see what Public Affairs and Parowan City can do together in a cooperative effort in terms of planned activities and for the City to know that as a structure, the Public Affairs Council is desirous and available and wishing to work on any activities or planned events that the City feels they would be helpful on.

**TRIATHLON CITY POOL REQUEST – TAMMY HULET:** Mrs. Hulet would like to plan a sprint triathlon for the morning of July 24<sup>th</sup>. It would be a fund raiser for the Paragonah Civic



Committee. They have raised \$20,000 for their monument for the veterans in the cemetery. She is just trying to find a way to help generate another fund raiser for the Civic Committee.

She would like permission to use the Parowan Swimming Pool for this event. She has talked with Alice and Jet. She said Jet's main concern is insurance. She said Alice didn't foresee any problems. She was wondering what the cost of use would be. She is wants to know if there are any concerns or fees, or what this would entail to make it happen in July.

Mr. Scott said that he spoke with Alice (pool manager) about this. She said we would want to have life guards on duty during the event. Mr. Scott's idea is that we charge maybe what the cost of the lifeguards would be. He said we would require the insurance, and he has a web site that she can go to for event insurance. He said the City's insurance company partners with the National League of Cities and Towns and they have these tulip insurances. We would require her to do this and carry the City as a rider.

Mrs. Hulet asked about the waiver on the application for the Yankee Meadow half marathon. She asked if she could copy that and use that. The Council suggested that Mrs. Hulet get with Councilman Houston to find the information she needs as far as insurance and permits.

Councilman Johnson asked if there is a way we can donate the cost of the lifeguards to this cause. Mr. Scott said he can help her with anything she has questions about.

**GRAVEL PIT:** This lease is up for renewal. Mr. Evans has had the lease for as long as anyone can remember. He is interested in renewing. Councilman Houston thinks instead of a 5 year lease, we should shorten the lease because the time has come that we may need to use the pit for other things. Attorney Wayment said we can do a non-exclusive lease. City Staff made an argument to making this a benefit to the City. Mr. Evans keeps the channel cleaned out for the City. This is what the agreement was. Councilman Houston thinks we need to look at part of it as a detention pond if needed.

The Mayor asked Mr. Scott to work on this and we will keep it on work meeting for next time.

#### **MEMBER REPORTS:**

Councilman Houston said we should not support HB 42. He said it allows cities to annex an island. This wouldn't be good. He reported that the bike and trail plan is moving forward. Dave Miller said tourism has gone up 10% in Iron County. His thought is that we need to invest in bike, walking, equestrian trails. He said we need to move quickly on getting our trails going. Armstrong Consultants were at the last Airport board. They discussed the helicopters coming and going. They were advised that any complaints should be directed to the FAA.

Councilman Adams thanked the Council for being wise in their decision on the bypass change order. He appreciates their ability to think things through and work together with the Reservoir Company. He reported that "1776" starts a week from today.

Councilman Johnson reported that the new website is up and running. The Youth Council met. He is excited to meet with them and get them involved and take an active role in the community. Their involvement will have an impact on our community. He is excited about this.

Councilman Weston reported that Mr. Larry Hawker would like Mr. Scott to call him. He isn't interested in selling his property, but may be interested in a trade. He is willing to talk. He also reported that Kareem Lakdahri met with Mr. Scott.

Councilman Thayer asked about HB 362, the gas tax bill. Mr. Scott said that the county option is the one with the most support right now. The county would levy a .25 cent tax. They would get .15 cents, and the city would get .10 cents.

Mr. Scott reported that they are trying to buy the pipe for the well. The Water Board initially recommended 10", but the engineer has gone back to 8". Mr. Stones would like to go ahead and purchase the pipe before the prices go up. Mr. Scott wants to know if the Council is comfortable with what the engineer recommends.

Mr. Scott said that there is a closed session tonight, which we ask the public to leave for, but there is an action item after that. The public is welcome to come back for this action item.

#### **PUBLIC COMMENT & DISCUSSION –**

Mr. Dennis Gaede asked if the bypass is on the power house property. Mr. Scott answered yes.

Councilman Houston moved to go into close session. Councilman Thayer seconded the motion. All Council members voted in favor of the motion. The Council moved into closed session.

#### **CLOSED SESSION: STRATEGY SESSIONS TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY:**

**MEMBERS PRESENT:** Mayor Donald G. Landes, Councilmen Alan Adams, Troy Houston, Ben Johnson, Steve Thayer, Steve Weston, City Attorney Justin Wayment, City Manager Shayne Scott, City Recorder Callie Bassett

Councilman Houston moved to come out of closed session. Councilman Adams seconded the motion.

#### **ACTION ITEM: 300 EAST PROPERTY DEED – 35 FT. FLOOD EASEMENT:**

Councilman Houston said that one issue he has is that we are making a motion without documentation. Mr. Nate Thayer said they will get it redrawn and submit it before they close on the house.

Councilman Houston moved to approve the 300 East, the two lots for the so called 35 ft. flood easement that he has no record saying that's a flood easement and is just taking the word from Mr. Thayer, but it needs to be re-recorded with the proper property descriptions, and that will be a plat map, so that will have to be signed by the City Engineer and Mayor. He approves that



portion to go forward. Councilman Johnson seconded the motion. All Council members voted in favor of the motion. The motion carried.

Councilman Houston moved to adjourn the meeting. Councilman Thayer seconded the motion with all Council members voting in favor of the motion. The meeting was adjourned at 8:10 p.m.

---

Donald G. Landes, Mayor

---

Callie Bassett, City Recorder

THIS ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES AND  
SHIPPING PAPERS

5 SOUTH MAIN • P.O. BOX 576  
PAROWAN, UT 84761-0576  
(435) 477-3331

Intermountain Sales Inc.  
TO 6041 S. Foxhill Drive  
Taylorsville, UT 84129  
(801) 361-6628



NO. 0901

DATE: 2-19-75

DELIVERY ADDRESS:

[illegible]

Kelly O'Steen  
DEPARTMENT HEAD  
Cathy Bassett  
CITY RECORDER

  
 CITY TREASURER  
  
 CITY MANAGER

☐ APPROVED BY CITY COUNCIL \_\_\_\_\_

# PAROWAN CITY CORPORATION

5 SOUTH MAIN • P.O. BOX 576  
PAROWAN, UT 84761-0576  
(435) 477-3331

THIS ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES AND  
SHIPPING PAPERS

TO SCHOLZEN PRODUCTS

PURCHASE ORDER  
NO. 0904

DATE: 2/24/2015

DELIVERY ADDRESS:

DEPARTMENT

WATER

ACCT. NO.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
			WATER METERS & SUPPLIES		\$3713.32

Kelly Starnes  
DEPARTMENT HEAD  
Chloe Barnett  
CITY RECORDER

J. Osceola  
CITY TREASURER  
Shy Scott  
CITY MANAGER

☐ APPROVED BY CITY COUNCIL \_\_\_\_\_



Scholzen Products  
548 West 100 North  
PO Box 628  
Hurricane, UT 84737  
Tel. 435-635-4441 Fax. 435-635-9403

# INVOICE

Mailing Copy

OS: 030  
WR: 21  
LB: 75  
DB: 75

Invoice Number	6023117-00
Invoice Date	02/11/15
Page	1 of 1

Bill To: 102273 - (435)477-3331/  
PAROWAN CITY CORP  
ACCOUNTS PAYABLE  
P O BOX 576  
PAROWAN, UT 84761-0576

Ship To: 1  
PAROWAN CITY CORP  
5 SOUTH MAIN  
PAROWAN, UT 84761

Customer P.O. #	Ship Date	W/H	Instructions	Tax Code	Ship Via		
	02/11/15	Scholzen Products - Hurricane		UTWASHHU	Orig Out		
Line	Item #/Description/Comments	UM	Ordered	Shipped	Back Ordered	Unit Price	Amount
1	me3g 5/8"X 3/4""3G " B12-A21-A01-0101A-1	EA	6	6	0	195.82	1174.92
2	ME013G 1"MASTER METER W/3G " REGISTER B16-A31-A01-010	EA	4	4	0	275.56	1102.24
3	FOST-GEORGE 72 5/8 X 3/4 X 15 SETTER W/DUAL C VBHC72-95166-01	EA	6	6	0	239.36	1436.16
<p>Date Invoiced Received <u>2/23/2015</u> Department <u>Water</u> GL Code to be Paid _____ Approval by Department Head <u>[Signature]</u></p> <p><b>COPY</b></p>							

Merchandise	Misc	Tax	Freight	Total Due
3713.32	.00	.00	.00	3713.32

Down Payment  
.00

Signature: Ray V

Printed Name: \_\_\_\_\_

A RE: CHARGE MAY BE ASSESSED ON RETURNED MERCHANDISE.  
TERMS OF SALE: ...  
charges of 2% per month on unpaid balance from the billing date both before and after judgment until paid. Purchaser further understands that Scholzen may retain counsel or a collection agency to pursue collection of all amounts owed and agrees to pay the attorneys fees and collection costs, including the contingent fee charged by Scholzen's collection agents or counsel. Jurisdiction and venue shall be in the court of Scholzen's choice.

# PAROWAN CITY CORPORATION

5 SOUTH MAIN • P.O. BOX 576  
PAROWAN, UT 84761-0576  
(435) 477-3331

THIS ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES AND  
SHIPPING PAPERS

PURCHASE ORDER  
NO. 0905

DATE: 3-10-15

DELIVERY ADDRESS:

TO

AAA MOBILE STORAGE AND SALES

2234 W 400 N

Cedar city ut 84720

160 W 200 S

DEPARTMENT

Fire Department

ACCT. NO.

10 5738 3,000  
10 5749 450

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
			Conex Box for neworks		3450
			Required by State AFT		

*David W. Johnson*

DEPARTMENT HEAD

*Chloe Bassett*

CITY RECORDER

*John Scaris*

CITY TREASURER

*Shirley Scott*

CITY MANAGER

☐ APPROVED BY CITY COUNCIL



CMG

**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
5 Star Life Insurance Company	25065	PR020615-3901	02/27/2015	156.07	5 Star Life Insurance	102245 - MISC/PAYROLL PAYAB
5 Star Life Insurance Company	25065	PR022015-3901	02/27/2015	156.07	5 Star Life Insurance	102245 - MISC/PAYROLL PAYAB
				<b>\$312.14</b>		
AFLAC	25066	PR020615-3750	02/27/2015	18.30	AFLAC after-tax	102253 - AMERICAN FAMILY LIF
AFLAC	25066	PR020615-3750	02/27/2015	61.08	AFLAC pre-tax	102253 - AMERICAN FAMILY LIF
AFLAC	25066	PR022015-3750	02/27/2015	18.30	AFLAC after-tax	102253 - AMERICAN FAMILY LIF
AFLAC	25066	PR022015-3750	02/27/2015	61.08	AFLAC pre-tax	102253 - AMERICAN FAMILY LIF
				<b>\$158.76</b>		
ALSCO-AMERICAN LINEN DIVISIO	25094	LSTG624260	03/06/2015	39.14	MAT CLEANING SERVICE	544026 - MAINTENANCE MATERI
ALSCO-AMERICAN LINEN DIVISIO	25094	LSTG624260	03/06/2015	39.15	MAT CLEANING SERVICE	544026 - MAINTENANCE MATERI
				<b>\$78.29</b>		
BEST DEAL SPRING, INC	25072	329046	02/27/2015	361.91	seat for '89 S2600 Dump Truck	106125 - REPAIR TO EQUIPMEN
BEST DEAL SPRING, INC	25072	329052	02/27/2015	5.82	transmission detent springs for '89 S 2600 Dump	106125 - REPAIR TO EQUIPMEN
				<b>\$367.73</b>		
BEV'S FLORAL & CRAFTS	25095	03022015	03/06/2015	17.00	MIXED FLOWERS - JETT/TOURISM	107222 - ADVERTISING
BEV'S FLORAL & CRAFTS	25095	03022015	03/06/2015	161.50	PAROWAN BIRTHDAY FLOWERS/ PODIUM PIE	107268 - SPECIAL CELEBRATIO
				<b>\$178.50</b>		
BIASI AUTOMOTIVE & DIESEL, INC	25073	30535	02/27/2015	163.75	TYLER URESK'S '13 RAM TRANSMISSION FLU	105425 - REPAIRS TO EQUIPME
BIASI AUTOMOTIVE & DIESEL, INC	25073	30588	02/27/2015	815.99	COBE AND TYLER'S TRUCK - '01 F-350 GLOW	514025 - REPAIR TO EQUIPMEN
BIASI AUTOMOTIVE & DIESEL, INC	25073	30595	02/27/2015	32.62	ALDO'S TRUCK - '01 F-250 PARKING BRAKE C	544025 - REPAIRS TO EQUIPME
BIASI AUTOMOTIVE & DIESEL, INC	25096	30602	03/06/2015	250.75	'01 F-250 PARKING BRAKE ASSEMBLY & REPL	544025 - REPAIRS TO EQUIPME
				<b>\$1,263.11</b>		
BONNEVILLE INDUSTRIAL SUPPL	25097	2545560-2	03/06/2015	5.75	SHOP SPLIT	106126 - MAINTENANCE, MATER
BONNEVILLE INDUSTRIAL SUPPL	25097	2545560-2	03/06/2015	5.75	SHOP SPLIT	514026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2545560-2	03/06/2015	5.75	SHOP SPLIT	524026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2545560-2	03/06/2015	5.75	SHOP SPLIT	544026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2545560-2	03/06/2015	5.75	SHOP SPLIT	574026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2545560-2	03/06/2015	5.76	SHOP SPLIT	534026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	28.59	PUBIC WORKS SPLIT	524026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	28.59	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATER
BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	28.59	PUBLIC WORKS SPLIT	514026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	28.59	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546365	03/06/2015	28.59	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546902	03/06/2015	12.63	SHOP SPLIT	106126 - MAINTENANCE, MATER
BONNEVILLE INDUSTRIAL SUPPL	25097	2546902	03/06/2015	12.63	SHOP SPLIT	514026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546902	03/06/2015	12.63	SHOP SPLIT	524026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546902	03/06/2015	12.63	SHOP SPLIT	544026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546902	03/06/2015	12.65	SHOP SPLIT	574026 - MAINTENANCE MATERI
BONNEVILLE INDUSTRIAL SUPPL	25097	2546902	03/06/2015	12.67	SHOP SPLIT	544026 - MAINTENANCE MATERI
				<b>\$253.30</b>		
CAL RANCH STORES	25074	4735/11	02/27/2015	9.99	UNIFORM SPLIT	514047 - UNIFORM ALLOWANCE
CAL RANCH STORES	25074	4735/11	02/27/2015	10.00	UNIFORM SPLIT	524047 - UNIFORM ALLOWANCE
CAL RANCH STORES	25074	4735/11	02/27/2015	10.00	UNIFORM SPLIT	544047 - UNIFORM ALLOWANCE
CAL RANCH STORES	25074	4735/11	02/27/2015	10.00	UNIFORM SPLIT	574047 - UNIFORM ALLOWANCE

**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
CAL RANCH STORES	25098	4786/11	03/06/2015	28.14	green & red equipment enamel and strainers	107026 - MAINTENANCE MATERI
				\$68.13		
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.27	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	14.30	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	28.54	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	28.54	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	35.68	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	53.52	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	53.52	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	71.36	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	71.36	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	107.04	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25075	414502242015	02/27/2015	178.40	CENTURY LINK SPLIT	534028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	104228 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	105728 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	105828 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	106928 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	107128 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.33	CENTURY LINK SPLIT	108028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.66	CENTURY LINK SPLIT	104128 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.66	CENTURY LINK SPLIT	105928 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	0.83	CENTURY LINK SPLIT	574028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	1.24	CENTURY LINK SPLIT	524028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	1.24	CENTURY LINK SPLIT	544028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	1.63	CENTURY LINK SPLIT	104328 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	1.65	CENTURY LINK SPLIT	105428 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	2.48	CENTURY LINK SPLIT	514028 - TELEPHONE
CENTURY LINK	25076	1330138915	02/27/2015	4.13	CENTURY LINK SPLIT	534028 - TELEPHONE
				\$730.11		
Child Support Services	25067	PR022015-4256	02/27/2015	535.38	Child Support Services	102245 - MISC/PAYROLL PAYAB
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	106126 - MAINTENANCE, MATER
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.61	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321471.001	02/27/2015	11.64	SHOP SPLIT	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	106126 - MAINTENANCE, MATER
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.85	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5321566.001	02/27/2015	22.90	SHOP SPLIT	534026 - MAINTENANCE MATERI

Parowan City  
Check Register

General Checking - 02/25/2015 to 03/10/2015

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
CODALE ELECTRIC SUPPLY, INC	25077	S5322417.001	02/27/2015	67.76	EMT CONDUIT BENDER	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.09	SHOP SPLIT	106126 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.09	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.09	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.09	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.10	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25077	S5324218.001	02/27/2015	40.19	SHOP SPLIT	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5237655.001	03/06/2015	80.19	PHILIPS 30 PK & BOWERS 4-SW-EA-SPL 1GAN	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5326444.001	03/06/2015	610.50	LA LIGHTS / FLUORESCENT FIXTURE	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.94	SHOP SPLIT	106126 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.94	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.94	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.94	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.96	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5327681.001	03/06/2015	12.98	SHOP SPLIT	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.07	SHOP SPLIT	106126 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.07	SHOP SPLIT	524026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.07	SHOP SPLIT	544026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.07	SHOP SPLIT	574026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.08	SHOP SPLIT	514026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328058.001	03/06/2015	2.08	SHOP SPLIT	534026 - MAINTENANCE MATERI
CODALE ELECTRIC SUPPLY, INC	25099	S5328072.001	03/06/2015	-2.49	CREDIT	554025 - REPAIR TO EQUIPMEN
				<b>\$1,293.59</b>		
ELSTER GROUP NA	25123	9000054451	03/09/2015	18,720.00	SMA FEES JAN-DEC 2015	534055 - DATA PROCESSING
ENERLYTE, LLC	25100	6688	03/06/2015	142.00	enerlyte energy efficiency monthly service	534031 - PROFESSIONAL & TEC
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.76	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398180	03/06/2015	18.78	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398303	03/06/2015	11.33	BAR CHAIN OIL	107057 - TREES
FADS	25101	398337	03/06/2015	1.63	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398337	03/06/2015	1.64	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.17	SHOP SPLIT	544026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	106126 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	514026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	524026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	534026 - MAINTENANCE MATERI
FADS	25101	398339	03/06/2015	2.19	SHOP SPLIT	574026 - MAINTENANCE MATERI
FADS	25101	398341	03/06/2015	11.56	HEX KEY SET	514026 - MAINTENANCE MATERI
FADS	25101	398375	03/06/2015	2.16	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERI

**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
FADS	25101	398375	03/06/2015	2.18	PUBIC WORKS SPLIT	524026 - MAINTENANCE MATER
FADS	25101	398375	03/06/2015	2.18	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398375	03/06/2015	2.18	PUBLIC WORKS SPLIT	514026 - MAINTENANCE, MATER
FADS	25101	398375	03/06/2015	2.18	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATER
FADS	25101	398455	03/06/2015	1.72	SHOP SPLIT	524026 - MAINTENANCE MATER
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	514026 - MAINTENANCE, MATER
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	534026 - MAINTENANCE MATER
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	544026 - MAINTENANCE MATER
FADS	25101	398455	03/06/2015	1.74	SHOP SPLIT	574026 - MAINTENANCE MATER
FADS	25101	398479	03/06/2015	10.14	HALOGEN BULB	105425 - REPAIRS TO EQUIPME
FADS	25101	398605	03/06/2015	0.72	PUBIC WORKS SPLIT	524026 - MAINTENANCE, MATER
FADS	25101	398605	03/06/2015	0.72	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398605	03/06/2015	0.72	PUBLIC WORKS SPLIT	544026 - MAINTENANCE, MATER
FADS	25101	398605	03/06/2015	0.72	PUBLIC WORKS SPLIT	574026 - MAINTENANCE, MATER
FADS	25101	398605	03/06/2015	0.74	PUBLIC WORKS SPLIT	514026 - MAINTENANCE, MATER
FADS	25101	398723	03/06/2015	12.19	SNAP RINGS, BARS LEAK HEAD GASKET	534025 - REPAIR TO EQUIPMEN
FADS	25101	398725	03/06/2015	171.65	ENGINE HEATER - FREEZE PLUG TYPE, RELA	106125 - REPAIR TO EQUIPMEN
FADS	25101	398776	03/06/2015	12.12	SHOP SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398776	03/06/2015	12.12	SHOP SPLIT	514026 - MAINTENANCE, MATER
FADS	25101	398776	03/06/2015	12.12	SHOP SPLIT	544026 - MAINTENANCE, MATER
FADS	25101	398776	03/06/2015	12.12	SHOP SPLIT	574026 - MAINTENANCE, MATER
FADS	25101	398776	03/06/2015	12.13	SHOP SPLIT	524026 - MAINTENANCE, MATER
FADS	25101	398776	03/06/2015	12.15	SHOP SPLIT	534026 - MAINTENANCE, MATER
FADS	25101	398897	03/06/2015	0.32	SHOP SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398897	03/06/2015	0.32	SHOP SPLIT	514026 - MAINTENANCE, MATER
FADS	25101	398897	03/06/2015	0.32	SHOP SPLIT	544026 - MAINTENANCE, MATER
FADS	25101	398897	03/06/2015	0.32	SHOP SPLIT	574026 - MAINTENANCE, MATER
FADS	25101	398897	03/06/2015	0.33	SHOP SPLIT	524026 - MAINTENANCE, MATER
FADS	25101	398897	03/06/2015	0.34	SHOP SPLIT	534026 - MAINTENANCE, MATER
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	514026 - MAINTENANCE, MATER
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	544026 - MAINTENANCE, MATER
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	574026 - MAINTENANCE, MATER
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	524026 - MAINTENANCE, MATER
FADS	25101	398916	03/06/2015	0.53	SHOP SPLIT	534026 - MAINTENANCE, MATER
FADS	25101	398964	03/06/2015	87.98	PRIMER, REDUCER	107026 - MAINTENANCE, MATER
FADS	25101	398971	03/06/2015	5.02	SHOP SPLIT	106126 - MAINTENANCE, MATER
FADS	25101	398971	03/06/2015	5.02	SHOP SPLIT	514026 - MAINTENANCE, MATER
FADS	25101	398971	03/06/2015	5.02	SHOP SPLIT	524026 - MAINTENANCE, MATER
FADS	25101	398971	03/06/2015	5.02	SHOP SPLIT	544026 - MAINTENANCE, MATER
FADS	25101	398971	03/06/2015	5.03	SHOP SPLIT	574026 - MAINTENANCE, MATER
FADS	25101	398971	03/06/2015	5.04	SHOP SPLIT	534026 - MAINTENANCE, MATER
FADS	25101	399040	03/06/2015	1.41	ADAPTER	107026 - MAINTENANCE, MATER
				<b>\$574.75</b>		
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.30	SHOP SPLIT	514026 - MAINTENANCE, MATER
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	106126 - MAINTENANCE, MATER



**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	524026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	534026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	544026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111073	03/06/2015	2.32	SHOP SPLIT	574026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.06	SHOP SPLIT	106126 - MAINTENANCE, MATER
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.06	SHOP SPLIT	524026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.06	SHOP SPLIT	544026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.06	SHOP SPLIT	574026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.08	SHOP SPLIT	514026 - MAINTENANCE MATERI
FIRST CHOICE INDUSTRIAL	25102	111085	03/06/2015	9.08	SHOP SPLIT	534026 - MAINTENANCE MATERI
				<b>\$68.30</b>		
H & R HOME CENTER	25103	A77197	03/06/2015	2.44	PIPE FITTINGS	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77204	03/06/2015	0.31	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77204	03/06/2015	0.33	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.49	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77220	03/06/2015	4.50	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.55	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77235	03/06/2015	0.56	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.42	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77333	03/06/2015	5.42	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.42	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.42	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.44	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77333	03/06/2015	5.44	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77335	03/06/2015	-45.09	HYDRANT FAUCETS, BOILER DRAIN, PIPE FIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77371	03/06/2015	49.79	PAINT AND PAINT SUPPLIES FOR "1776"	107365 - EVENTS & PRODUCTIO
H & R HOME CENTER	25103	A77421	03/06/2015	1.48	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77421	03/06/2015	1.49	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77505	03/06/2015	0.58	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	524026 - MAINTENANCE MATERI



**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	A77505	03/06/2015	0.60	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226591	03/06/2015	5.64	KEYS FOR THEATER	107326 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.01	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B226628	03/06/2015	1.01	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.01	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.01	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.02	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226628	03/06/2015	1.03	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226646	03/06/2015	1.42	BOLTS	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226678	03/06/2015	8.99	DUCT TAPE	107154 - STALLS
H & R HOME CENTER	25103	B226851	03/06/2015	0.62	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226851	03/06/2015	0.63	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B226894	03/06/2015	40.92	FLASHLIGHT, HEADLIGHT, BATTERIES	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227052	03/06/2015	10.79	HALO SPOT LIGHT	107026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227093	03/06/2015	9.26	VELCRO	107365 - EVENTS & PRODUCTIO
H & R HOME CENTER	25103	B227314	03/06/2015	43.07	TAPE RULE, LINEMAN'S PLIER, LOCKING PLIE	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227314	03/06/2015	43.08	TAPE RULE, LINEMAN'S PLIER, LOCKING PLIE	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.41	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227371	03/06/2015	1.42	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.15	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227428	03/06/2015	0.16	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.04	SHOP SPLIT	514026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227436	03/06/2015	1.05	SHOP SPLIT	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227443	03/06/2015	23.53	PIPE FITTINGS, SHOVEL	574026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227472	03/06/2015	9.88	VINYL PROTECTANT, GLASS CLEANER	534026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227491	03/06/2015	2.86	PUBLIC WORKS SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227491	03/06/2015	2.88	PUBLIC WORKS SPLIT	524026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227491	03/06/2015	2.88	PUBLIC WORKS SPLIT	544026 - MAINTENANCE MATERI
H & R HOME CENTER	25103	B227491	03/06/2015	2.88	PUBLIC WORKS SPLIT	574026 - MAINTENANCE MATERI

**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
H & R HOME CENTER	25103	B227704	03/06/2015	1.24	2 OUTLETS	107326 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227757	03/06/2015	22.48	UTILITY KNIFE, SHOVEL	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227813	03/06/2015	2.87	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227813	03/06/2015	2.87	SHOP SPLIT	524026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227813	03/06/2015	2.87	SHOP SPLIT	544026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227813	03/06/2015	2.87	SHOP SPLIT	574026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227813	03/06/2015	2.88	SHOP SPLIT	514026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227813	03/06/2015	2.88	SHOP SPLIT	534026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227817	03/06/2015	8.99	VIS TAPE RULE	107026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227862	03/06/2015	8.03	BOLTS, NUTS, WASHERS	107026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227914	03/06/2015	1.99	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B227914	03/06/2015	1.99	SHOP SPLIT	514026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227914	03/06/2015	1.99	SHOP SPLIT	524026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227914	03/06/2015	1.99	SHOP SPLIT	544026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227914	03/06/2015	2.00	SHOP SPLIT	534026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227914	03/06/2015	2.00	SHOP SPLIT	574026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B227945	03/06/2015	23.63	ROPE	108026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	514026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	544026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228087	03/06/2015	0.63	SHOP SPLIT	574026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228087	03/06/2015	0.64	SHOP SPLIT	534026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228087	03/06/2015	0.65	SHOP SPLIT	524026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228099	03/06/2015	5.41	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B228099	03/06/2015	5.41	SHOP SPLIT	514026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228099	03/06/2015	5.41	SHOP SPLIT	544026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228099	03/06/2015	5.41	SHOP SPLIT	574026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228099	03/06/2015	5.42	SHOP SPLIT	524026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	106126 - MAINTENANCE, MATER
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	514026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	524026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	534026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	544026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228139	03/06/2015	1.57	SHOP SPLIT	574026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228146	03/06/2015	24.58	SAND PAPER	107026 - MAINTENANCE MATER
H & R HOME CENTER	25103	B228216	03/06/2015	12.29	SAND PAPER	107026 - MAINTENANCE MATER
				<b>\$497.11</b>		
HEALTH EQUITY	3031501	PR022015-4720	03/03/2015	250.00	HSA Savings Account EE	102249 - HEALTH SAVINGS ACC
HERO PLUMBING, LLC	25104	MAR-151108	03/06/2015	75.00	WEEKS POND PORTABLE TOILET RENTAL	107026 - MAINTENANCE MATER
JENSEN & SULLIVAN, LLC	25068	PR022015-5311	02/27/2015	345.54	Garnishment	102245 - MISC/PAYROLL PAYAB
JUDY SCHIERS	25078	02252015	02/27/2015	4.09	MAYOR'S CELL PHONE CASE - REIMBURSEM	104124 - OFFICE SUPPLIES AND
KOHLER CUSTODIAL	25079	0027	02/27/2015	15.00	CLEANING SPLIT	524031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	15.00	CLEANING SPLIT	544031 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	19.50	CLEANING SPLIT	105731 - PROFESSIONAL AND T

Parowan City  
Check Register

General Checking - 02/25/2015 to 03/10/2015

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
KOHLER CUSTODIAL	25079	0027	02/27/2015	19.50	CLEANING SPLIT	106931 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	19.50	CLEANING SPLIT	107531 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	19.50	CLEANING SPLIT	108031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	30.00	CLEANING SPLIT	514031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	30.00	CLEANING SPLIT	554031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	30.00	CLEANING SPLIT	574031 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	39.00	CLEANING SPLIT	105831 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	90.00	CLEANING SPLIT	534031 - PROFESSIONAL & TEC
KOHLER CUSTODIAL	25079	0027	02/27/2015	97.50	CLEANING SPLIT	105431 - PROFESSIONAL AND T
KOHLER CUSTODIAL	25079	0027	02/27/2015	175.50	CLEANING SPLIT	104331 - PROFESSIONAL AND T
				\$600.00		
LANIER, LARRY	25080	02202015	02/27/2015	18.50	WITNESS FEE - CASE # 145200385	104245 - JURY AND WITNESS
LegalShield	25069	PR020615-3755	02/27/2015	12.95	Pre-Paid Legal	102245 - MISC/PAYROLL PAYAB
LegalShield	25069	PR022015-3755	02/27/2015	12.95	Pre-Paid Legal	102245 - MISC/PAYROLL PAYAB
				\$25.90		
MENELEY, JOANN	25081	02202015	02/27/2015	18.50	WITNESS FEE - CASE # 145200385	104245 - JURY AND WITNESS
MENELEY, RICHARD	25082	02202015	02/27/2015	18.50	WITNESS FEE - CASE # 145200385	104245 - JURY AND WITNESS
MICROMARKETING ASSOCIATES	25083	559985	02/27/2015	8.50	BOOK ON CD/CASES	107529 - CLEF GRANT EXPENDI
MICROMARKETING ASSOCIATES	25083	560118	02/27/2015	66.53	BOOKS	107529 - CLEF GRANT EXPENDI
MICROMARKETING ASSOCIATES	25083	560571	02/27/2015	197.92	BOOKS ON CD/CASES	107529 - CLEF GRANT EXPENDI
MICROMARKETING ASSOCIATES	25083	560987	02/27/2015	141.99	BOOKS ON CD	107529 - CLEF GRANT EXPENDI
				\$414.94		
MOSDELL SANITATION	25105	03022015	03/06/2015	434.64	DUMPSTER FEES	554031 - PROFESSIONAL & TEC
Mountain America Credit Union	25070	PR022015-3752	02/27/2015	755.00	Credit Union	102240 - CREDIT UNION PAYAB
MOUNTAIN WEST COMPUTERS	25084	44439	02/27/2015	94.00	video card for dua monitors, used 19" monitor for	104224 - OFFICE SUPPLIES AND
MOUNTAIN WEST COMPUTERS	25084	44469	02/27/2015	389.00	NOTEBOOK COMPUTER FOR ALICE HEIDENR	105926 - MAINTENANCE MATERI
MOUNTAIN WEST COMPUTERS	25106	44453	03/06/2015	75.00	WORK ON VON MELLOR'S COMPUTER	534031 - PROFESSIONAL & TEC
MOUNTAIN WEST COMPUTERS	25106	44604	03/06/2015	38.00	visitor's center keyboard and mouse	105926 - MAINTENANCE MATERI
MOUNTAIN WEST COMPUTERS	25106	44605	03/06/2015	145.00	DESKTOP, INK, MEMORY CARD	514024 - OFFICE SUPPLIES AND
MOUNTAIN WEST COMPUTERS	25106	44617	03/06/2015	729.00	NOTEBOOK, TRADE IN OLD LAPTOP, CARRYI	534024 - OFFICE SUPPLIES AND
MOUNTAIN WEST COMPUTERS	25106	44618	03/06/2015	29.00	cordless mouse - aldo-water	514024 - OFFICE SUPPLIES AND
				\$1,499.00		
OMS	25085	02202015	02/27/2015	50.00	restitution from Bryant Coburn Case # 095201061	104235 - RESTITUTION
PACE'S CULLIGAN BOTTLED WAT	25107	70345	03/06/2015	9.95	WATER COOLER RENTAL	104261 - SUNDRY
PAROWAN TREASURER	25108	122003032015	03/06/2015	93.76	HERITAGE PARK	107027 - UTILITIES
PAROWAN TREASURER	25108	318303032015	03/06/2015	222.13	FIRE DEPARTMENT	105727 - UTILITIES
PAROWAN TREASURER	25108	318403032015	03/06/2015	36.94	PIONEER INDUSTRIAL PARK	106227 - UTILITIES
PAROWAN TREASURER	25108	410403032015	03/06/2015	55.25	AIRPORT	108527 - UTILITIES & MISCELLA
PAROWAN TREASURER	25108	410503032015	03/06/2015	120.98	AIRPORT RUNWAY LIGHTS	108527 - UTILITIES & MISCELLA
PAROWAN TREASURER	25108	4105103032015	03/06/2015	148.39	DOG POUND	105527 - UTILITIES
PAROWAN TREASURER	25108	411603032015	03/06/2015	80.51	PUBLIC WORKS 405 N MAIN	514027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	14.61	UTILITY SPLIT	574027 - UTILITIES

**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
PAROWAN TREASURER	25108	411703032015	03/06/2015	14.62	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	29.18	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	58.38	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	58.38	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25108	411703032015	03/06/2015	58.77	WATER SHOP - SCADA METER	514027 - UTILITIES
PAROWAN TREASURER	25108	411803032015	03/06/2015	352.55	ELECTRIC SHOP 405 N MAIN #2	107027 - UTILITIES
PAROWAN TREASURER	25108	4159003032015	03/06/2015	47.43	73 N MAIN	105927 - UTILITIES
PAROWAN TREASURER	25108	415903032015	03/06/2015	63.67	VISITOR'S CENTER	105927 - UTILITIES
PAROWAN TREASURER	25108	4159203032015	03/06/2015	79.67	VISITOR'S CENTER 73 N MAIN #3	105927 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	20.96	UTILITY SPLIT	524027 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	20.97	UTILITY SPLIT	574027 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	41.89	UTILITY SPLIT	544027 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	83.80	UTILITY SPLIT	514027 - UTILITIES
PAROWAN TREASURER	25108	419703032015	03/06/2015	83.80	UTILITY SPLIT	534027 - UTILITIES
PAROWAN TREASURER	25108	419803032015	03/06/2015	421.38	LIBRARY	107527 - UTILITIES
PAROWAN TREASURER	25108	421003032015	03/06/2015	252.82	THEATER	107327 - UTILITIES
PAROWAN TREASURER	25108	422603032015	03/06/2015	81.83	OLD ROCK CHURCH DUP	104927 - UTILITIES
PAROWAN TREASURER	25108	423003032015	03/06/2015	86.11	JESSE SMITH HOME	104927 - UTILITIES
PAROWAN TREASURER	25108	610003032015	03/06/2015	28.76	LIONS PAVILLION	107027 - UTILITIES
PAROWAN TREASURER	25108	610003032015	03/06/2015	99.97	SWIMMING POOL	106927 - UTILITIES
PAROWAN TREASURER	25108	614703032015	03/06/2015	47.88	CEMETERY WATER	108027 - UTILITIES
PAROWAN TREASURER	25108	614903032015	03/06/2015	1,198.70	MAIN CANYON WELL	514027 - UTILITIES
PAROWAN TREASURER	25108	615403032015	03/06/2015	95.60	CITY CHLORINATOR	574027 - UTILITIES
PAROWAN TREASURER	25108	618903032015	03/06/2015	19.51	BBALL FIELD	107027 - UTILITIES
PAROWAN TREASURER	25108	6189700303201	03/06/2015	274.77	EXB BUILDING	107127 - UTILITIES
PAROWAN TREASURER	25108	6189703032015	03/06/2015	17.92	RODEO GROUNDS	107127 - UTILITIES
PAROWAN TREASURER	25108	6189720303201	03/06/2015	119.17	FAIR GR CON STAND	107127 - UTILITIES
PAROWAN TREASURER	25108	620003032015	03/06/2015	47.56	RACE TRACK WELL	574027 - UTILITIES
PAROWAN TREASURER	25108	751303032015	03/06/2015	10.75	MECKS POND	107027 - UTILITIES
PAROWAN TREASURER	25108	751803032015	03/06/2015	10.75	POWER PLANT	534027 - UTILITIES
PAROWAN TREASURER	25108	760403032015	03/06/2015	10.75	PI 100 S & MAIN	107027 - UTILITIES
PAROWAN TREASURER	25108	760503032015	03/06/2015	10.75	CHURCH SQ	107027 - UTILITIES
				<b>\$4,621.62</b>		
RAYMOND VANDEWEERD	25109	03042015	03/06/2015	2.12	super glue - reimbursement	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	106126 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	524026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	544026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.16	SHOP SPLIT	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25086	6024747-00	02/27/2015	27.20	SHOP SPLIT	534026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.17	SHOP SPLIT	106126 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.17	SHOP SPLIT	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.17	SHOP SPLIT	524026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.17	SHOP SPLIT	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.19	SHOP SPLIT	544026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6022819-00	03/06/2015	191.63	SHOP SPLIT	534026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6023117-00	03/06/2015	3,713.32	METERS AND SUPPLIES	514026 - MAINTENANCE MATERI



**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
SCHOLZEN PRODUCTS	25110	6023336-00	03/06/2015	157.76	BLUE WATER SERVICE, TRACER WIRE	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6023473-00	03/06/2015	866.74	INSERT STIFFENERS, STOP GRIP JOINT, UNIO	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6023906-00	03/06/2015	816.27	FLANGED TEE, BLIND FLG, BOLT, NUT, GASK	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6024734-00	03/06/2015	438.86	INSERT STIFFENERS, UTILITY RINGS & COVE	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6024734-00	03/06/2015	438.87	INSERT STIFFENERS, UTILITY RINGS & COVE	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6025444-00	03/06/2015	215.23	meter supplies	574026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	6025444-00	03/06/2015	215.24	meter supplies	514026 - MAINTENANCE MATERI
SCHOLZEN PRODUCTS	25110	HR03001835	03/06/2015	105.60	CYLINDER RENT	514026 - MAINTENANCE MATERI
				<b>\$8,278.39</b>		
SHAYNE SCOTT	25111	03032015	03/06/2015	13.44	MILEAGE REIMBURSEMENT - LPC	104323 - TRAVEL, MEALS AND L
SHAYNE SCOTT	25111	03032015	03/06/2015	53.76	MILEAGE REIMBURSEMENT - SUNRISE ENG.	534023 - TRAVEL, MEALS AND L
				<b>\$67.20</b>		
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	104228 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	105728 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	105828 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	106928 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	107128 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	13.40	TELEPHONE SPLIT	108028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	26.80	TELEPHONE SPLIT	104128 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	26.80	TELEPHONE SPLIT	105928 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	33.50	TELEPHONE SPLIT	574028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	50.25	TELEPHONE SPLIT	524028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	67.00	TELEPHONE SPLIT	544028 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	67.00	TELEPHONE SPLIT	104328 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	100.48	TELEPHONE SPLIT	105428 - TELEPHONE
SOUTH CENTRAL COMMUNICATI	25112	03022015	03/06/2015	167.49	TELEPHONE SPLIT	514028 - TELEPHONE
				<b>\$669.97</b>		
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.25	OFFICE SUPPLIES SPLIT	104224 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.25	OFFICE SUPPLIES SPLIT	105824 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.25	OFFICE SUPPLIES SPLIT	105926 - MAINTENANCE MATERI
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.50	OFFICE SUPPLIES SPLIT	108026 - MAINTENANCE MATERI
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	0.50	OFFICE SUPPLIES SPLIT	104124 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	1.24	OFFICE SUPPLIES SPLIT	105926 - MAINTENANCE MATERI
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	1.74	OFFICE SUPPLIES SPLIT	105424 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	2.35	OFFICE SUPPLIES SPLIT	104324 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	2.35	OFFICE SUPPLIES SPLIT	524024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	2.35	OFFICE SUPPLIES SPLIT	544024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	2.62	OFFICE SUPPLIES SPLIT	574026 - MAINTENANCE MATERI
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	3.92	OFFICE SUPPLIES SPLIT	554024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	4.71	OFFICE SUPPLIES SPLIT	514024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25087	66926	02/27/2015	5.23	OFFICE SUPPLIES SPLIT	534024 - OFFICE SUPPLIES AND
SOUTHERN UTAH OFFICE MACHI	25113	66497	03/06/2015	44.60	file folders	104224 - OFFICE SUPPLIES AND
				<b>\$70.76</b>		
SOUTHERN UTAH UNIVERSITY	25088	S0029109	02/27/2015	40.00	WATER LABS K201500187 & K201500188	514031 - PROFESSIONAL & TEC

**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	104331 - PROFESSIONAL AND T
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	107261 - SUNDY
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	514031 - PROFESSIONAL & TEC
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	524031 - PROFESSIONAL & TEC
SOUTHWEST PUBLISHING	25114	8169	03/06/2015	60.00	NEWSLETTER SPLIT	534031 - PROFESSIONAL & TEC
				<b>\$300.00</b>		
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	749.83	FICA Medicare Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	749.83	Medicare Tax - Employer	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	3,206.19	FICA Social Security Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	3,206.19	Social Security Tax - Employer	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	4,180.64	FWT	102222 - FEDERAL WITHHOLDIN
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	44.33	FWT	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	62.06	FICA Medicare Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	62.06	Medicare Tax - Employer	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	265.38	FICA Social Security Tax	102221 - FICA PAYABLE
STATE BANK OF SOUTHERN UTA	3031502	PR022015-424	03/03/2015	265.38	Social Security Tax - Employer	102221 - FICA PAYABLE
				<b>\$12,791.89</b>		
THE GYM ON MAIN	25115	FEB 2015	03/06/2015	405.00	FEBRUARY MEMBERSHIP FEES	101590 - GYM MEMBERSHIP
TURN SECURE SHREDDING	25116	1817	03/06/2015	26.25	secure documents/shredding	104224 - OFFICE SUPPLIES AND
UAMPS	25117	03022015	03/06/2015	55,654.84	JANUARY 2015 POWER PURCHASE	534050 - POWER PURCHASE
URES, TYLER & WHITNEY	25089	02202015	02/27/2015	18.50	WITNESS FEE - CASE # 148200402	104245 - JURY AND WITNESS
UTAH EDUCATION NETWORK / U	25118	15-0732	03/06/2015	204.90	GIGE ETHERNET WAN	107531 - PROFESSIONAL & TEC
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	20.39	122 - Tier 2 - Police 401K	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	70.16	401k Contributions (43) %	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	111.56	43 - 401k Loan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	165.43	111 - Tier 2 Employee 457 %	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	187.99	111 - Tier 2 401k	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	200.00	401k Contributions (43) \$	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	208.33	Roth IRA	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	257.30	401k Contributions er (43)	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	305.78	122 - Tier 2 - Police Retirement	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	335.11	457 Employee % (15)	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	392.63	401k Contributions (15) \$	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	621.59	111 - Tier 2 Retirement	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	880.54	457 Plan %	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	922.66	401k Contributions (15) %	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	936.06	15 - 401k Loan	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	1,498.76	401k Contributions er (15)	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	1,553.80	122 - Tier 2 - Employee 401K	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	1,922.99	43 - Police Retirement	102230 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	3031503	PR022015-487	03/03/2015	6,659.94	15 - State Retirement	102230 - RETIREMENT PAYABLE
				<b>\$17,251.02</b>		
UTAH STATE TAX COMMISSION	25071	PR020615-490	02/27/2015	2,142.14	SWT	102223 - STATE WITHHOLDING
UTAH STATE TAX COMMISSION	25071	PR022015-490	02/27/2015	2,160.49	SWT	102223 - STATE WITHHOLDING

**Parowan City**  
**Check Register**  
**General Checking - 02/25/2015 to 03/10/2015**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
UTAH STATE TAX COMMISSION	25071	PR022515-490	02/27/2015	31.87	SWT	102223 - STATE WITHHOLDING
				<b>\$4,334.50</b>		
VON MELLOR	25119	02052015	03/06/2015	49.50	reimbursement for CDL - Von Mellor	524033 - EDUCATION AND TRAI
WARNER TRUCK CENTER	25120	527725-1	03/06/2015	124.90	TANK - GARBAGE TRUCK REPAIRS - Already p	554025 - REPAIR TO EQUIPMEN
WARREN LLOYD	25121	319400112.0304	03/06/2015	135.73	Deposit Refund: 319400112 - WARREN LLOYD	532135 - CUSTOMER DEPOSITS
WAXIE SANITARY SUPPLY	25090	75104995	02/27/2015	4,071.87	FLOOR SCRUBBER - FAIR BUILDING	107126 - MAINTENANCE MATERI
WHEELER MACHINERY CO	25091	SS000045022	02/27/2015	2,285.51	REPAIRS TO THE NEW GARBAGE TRUCK	554025 - REPAIR TO EQUIPMEN
WHEELER MACHINERY CO	25122	RS0000023995	03/06/2015	840.00	STUMP GRINDER FOR PHASE 1 TREE PLAN	107057 - TREES
WHEELER MACHINERY CO	25122	RS0000024016	03/06/2015	52.00	REPLACEMENT TEETH FOR STUMP GRINDER	107057 - TREES
				<b>\$3,177.51</b>		
WOLF, RALYNDA	25092	02242015	02/27/2015	100.00	RESTITUTION FROM JEREMY ROBINSON	104235 - RESTITUTION
WORKFORCE QA	25093	2015-02252	02/27/2015	16.66	consortium fees	514026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.66	consortium fees	534026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.67	consortium fees	524026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.67	consortium fees	544026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.67	consortium fees	554026 - MAINTENANCE MATERI
WORKFORCE QA	25093	2015-02252	02/27/2015	16.67	consortium fees	574026 - MAINTENANCE MATERI
				<b>\$100.00</b>		
				<b>\$142,257.23</b>		

Dated \_\_\_\_\_

Mayor \_\_\_\_\_

City Council \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder \_\_\_\_\_

City Treasurer \_\_\_\_\_



## **LEASE**

This Lease is made and entered into this \_\_\_\_\_ day of February, 2015 between PAROWAN CITY (herein referred to as "Lessor"), and TRADITIONS HEALTH CARE (herein referred to as "Lessee")

### **Section One PROPERTY AND TERM**

Lessor leases to Lessee the premises of Lessor located at 69 East 100 South Parowan, Utah. This Lease commences on the 1<sup>st</sup> day of March, 2015 and is for a term of one (1) year or until terminated as herein provided on the terms and conditions set forth herein. Unless otherwise terminated, this Lease shall be renewed from year to year for up to five consecutive years.

### **Section Two RENTAL**

Lessee shall pay rent commencing the 1<sup>st</sup> day of March, 2015 at the rate of \$12,500.00 per month, or a prorated fraction thereof in the event this Lease is terminated as herein set forth, prior to the end of a given month. Said payment shall be made on the last day of each month. As agreed by the parties, year-end adjustments to the rent shall be calculated and paid within the last 60 days of the calendar year.

### **Section Three USE OF LAND**

The premises shall be used by the Lessee solely and exclusively for the operation and maintenance of the Iron County Nursing Home, a rest and rehabilitation home, along with the operation of attendant services, meetings, administration and other activities consistent with Lessee's Articles of Incorporation on file with the Utah Department of Corporations. Lessee covenants to use the premises in accordance with all local, state and federal laws and regulations.

### **Section Four CONSTRUCTION**

Lessee shall not build structures of any character upon the leased premises without the prior written consent of Lessor.

### **Section Five MAINTENANCE**

Lessee shall maintain the leased premises to the satisfaction of Lessor, and Lessee shall be responsible for all costs associated with the day-to-day operation, repair and upkeep of the leased premises. Lessee shall not allow waste of the premises.



**Section Six**  
**SERVICES, LABOR, AND MATERIAL**

Lessee shall fully pay for all materials joined or affixed to the premises pursuant to this Lease and pay in full all persons who perform services or labor on the premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against the premises for any work done or materials furnished thereon at Lessee's insistent or request.

**Section Seven**  
**INSURANCE AND INDEMNIFICATION**

Lessee shall be responsible to insure the premises against liability, fire and casualty damages and, in any case, Lessee shall indemnify Lessor against all liability, cost and expense for loss or damage to property, and for injuries to or deaths of persons arising directly or indirectly from the use of the premises by Lessee. Lessee shall provide to Lessor proof of said insurance.

**Section Eight**  
**TERMINATION**

Notwithstanding anything herein elsewhere contained, this Lease may be terminated after the first year only if Lessee fails to use the leased premises as set forth herein and upon 90 days written notice. Lessor reserves the right to sell or otherwise transfer its interest in the leased premises without the consent of Lessee at which time the Lease would automatically terminate.

**Section Nine**  
**ASSIGNMENT OR SUBLEASE**

This Lease shall inure to the benefit and be binding upon the heirs, executors, successors, and assigns of the parties hereto; provided, however, Lessee shall not sublease all or any part of the leased premises or assign this Lease without prior written consent of Lessor; and in the event that Lessee does sublease the premises or any part thereof or assign this Lease, such sublease or assignment shall be void unless Lessor has given its prior written consent.

**Section Ten**  
**ATTORNEY'S FEES**

In the event either Lessor or Lessee shall bring suit to compel performance or to recover for breach of any covenant, agreement or condition herein, the prevailing party shall be entitled to recover from the other party costs and reasonable attorney's fees.

**Section Eleven**

## **SURRENDER OF PREMISES**

Lessee shall, at the termination of this Lease, vacate the let premises in as good condition as they are in at the time of entry thereon by Lessee, except for reasonable use and wear thereof, acts of God, or damage by casualty beyond the control of Lessee; and upon vacating, shall leave the demised premises free and clear of all rubbish and debris.

## **Section Twelve RENEWAL AND MODIFICATION**

This Lease may be renewed by the parties for a like period and under the same terms and conditions by written agreement any time during the last year preceding termination of the lease period. Terms of this Lease may be modified only by a writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at \_\_\_\_\_, Utah on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

PAROWAN CITY

By \_\_\_\_\_  
Donald Landes, Mayor

TRADITIONS HEALTH CARE

By \_\_\_\_\_  
John Bramall, President

## OPERATIONS TRANSFER AGREEMENT

THIS OPERATIONS TRANSFER AGREEMENT (this "Agreement") is made and entered into as of February \_\_, 2015 (the "Effective Date"), by and among TRADITIONS HEALTHCARE, INC. a Utah corporation ("Current Operator"), and PAROWAN CITY, a body politic (the "New Operator").

### RECITALS

- A. Current Operator holds a valid and current licenses to operate the Iron County Nursing Home which is located in the city of Parowan (the "Facility").
- B. New Operator, by way of a purchase or a long-term lease has obtained the ownership and/or control of the Facility, as well as all personal property located thereon.
- C. The commencement of the lease/purchase and the transfer of operations contemplated hereby are scheduled to occur simultaneously.
- D. Current Operator and New Operator desire to document certain terms and conditions relevant to the orderly transition of operational and financial responsibility for the Facility from Current Operator to New Operator.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties set forth herein, it is hereby agreed:

### AGREEMENT

#### 1. TRANSFER OF OPERATIONS.

1.1 Transfer of Operations. Current Operator agrees to convey, assign and deliver to <sup>New</sup>~~Current~~ Operator the Assets and all of Current Operator's right, title and interest in and to the business operations of the Facility, effective as of the March 15, 2015 (the "Transfer Date"). From the date hereof until the Transfer Date, or the termination of this Agreement, Current Operator agrees to operate the Facility as a going concern and in substantial compliance with all laws, statutes, orders and regulations applicable to, and/or necessary for the lawful operation of, the Facility and maintenance of licensure and provider certifications, and agrees not to refuse admissions or remove any patient from the Facility prior to the Transfer Date except for valid medical and other lawful reasons or as would otherwise occur in the normal course of operating of the Facility. CURRENT OPERATOR IS ONLY TRANSFERRING CERTAIN OPERATING ASSETS OF THE FACILITY AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CURRENT OPERATOR IS NOT ASSIGNING TO NEW OPERATOR, NOR IS NEW OPERATOR ASSUMING FROM CURRENT OPERATOR, ANY LIABILITY FOR CLAIMS, COSTS, EXPENSES, CONTRACTUAL ARRANGEMENTS, DUTIES OR OBLIGATIONS, CURRENT OPERATOR'S GENERAL, PROFESSIONAL AND OTHER OPERATIONAL LIABILITIES, ERRORS OR OMISSIONS, OR OTHER DUTIES, OBLIGATIONS OR LIABILITIES OF CURRENT OPERATOR, ITS AFFILIATES OR ITS PREDECESSORS-IN-INTEREST, WHETHER KNOWN OR UNKNOWN, CONTINGENT

OR OTHERWISE, ARISING FROM OR RELATED IN ANY WAY TO THE OPERATION OF THE FACILITY PRIOR TO THE TRANSFER DATE (COLLECTIVELY, "EXCLUDED LIABILITIES").

1.2 Best Efforts. In consideration for the agreements of Current Operator set forth herein, and the full and faithful performance of all of Current Operator's covenants hereunder, New Operator agrees to proceed with all reasonable diligence to (a) obtain a license to operate the Facility from DHS, (b) apply for and accept assignment of the Medicare Provider Agreement to New Operator pursuant to all applicable laws and regulations, and (c) obtain a Medicaid provider agreement in the name of the New Operator, pursuant to all applicable laws and regulations.

1.3 Cooperation. Each party agrees to cooperate with the other in effecting a change of ownership of the Facility for purposes of licensing and provider certification in order to ensure the continuous and uninterrupted operation of the Facility as a licensed skilled nursing facility including the execution of any documents and the surrender of the existing License and provider agreements, that may be necessary or desirable to effect the orderly and uninterrupted transition of the License, provider agreements and other certifications to New Operator. Current Operator agrees not to take any action or commit any omission that would result in the termination or suspension of the existing License or provider agreements.

1.4 State Survey & Citations. Current Operator hereby covenants to notify New Operator in writing (i) of the occurrence of a survey at the Facility within one business days (but in any case prior to the Transfer Date) of any such survey at the Facility, (ii) of the communications from any state surveyor during the exit interview within one business day (but in any case prior to the Transfer Date) and (iii) of any citations or deficiencies identified in a survey report or form CMS-2567 related to the Facility within one business day of the receipt thereof (but in any case prior to the Transfer Date).

1.5 Change of Ownership. Current Operator and New Operator acknowledge and agree that in connection with the issuance of the License to New Operator, DHS may conduct a change of ownership survey of the Facility and that Current Operator shall be solely responsible for all such costs incurred in connection therewith, including any fines, penalties, citations, plans of correction, judgments, order or other directive relating to the operation of the Facility prior to the Transfer Date.

## 2. TRANSFER OF OPERATING ASSETS.

2.1 Inventory. Current Operator agrees to transfer and convey the Inventory in place free of all liens and encumbrances to Current Operator on the Transfer Date. Current Operator agrees to maintain the Inventory at least at statutorily-required levels (or if the State has no such requirement, then at least at normal operating levels) at all times up to and including the Transfer Date. Current Operator shall have no obligation to deliver the Inventory to any location other than the Facility, it being understood and agreed that the presence of the Inventory at the Facility on the Transfer Date shall constitute delivery thereof.

2.2 Furnishings, Fixtures and Equipment. Current Operator and New Operator acknowledge and agree that, except for the Excluded Assets, FF&E is the property of Current Operator. Current Operator agrees not to remove any FF&E from the Facility without the prior consent of



New Operator, other than (i) the Excluded Assets and (ii) items of FF&E that are replaced with items with similar or better quality and utility or removed because they are no longer used or useful in the operation of the Facility. In the event any such permitted removal by Current Operator results in damage to the Facility, Current Operator shall repair that damage. Current Operator shall have no obligation to deliver the FF&E to any location other than the Facility, it being understood and agreed that the presence of the FF&E at the Facility on the Transfer Date shall constitute delivery thereof.

2.3 Computer Systems. In order to facilitate uninterrupted operation of the Facility after the Transfer Date, Current Operator and New Operator shall reasonably cooperate in the transfer of electronic records. Without limiting the foregoing, Current Operator shall, at no charge to New Operator, for a period of up to sixty (60) days after the Transfer Date, (i) make available to New Operator through a computer at the Facility access to current records relating to the operations of the Facility and the care of Facility residents and (ii) make available to New Operator access to data or records relating to the past operation of the Facility whether currently held onsite or stored offsite as reasonably required by New Operator in order to operate the Facility, respond to survey requests from DHS and care for current residents. All such records transfers shall be in compliance with applicable laws, including HIPAA, and conducted in a manner which does not jeopardize the health, care or welfare of the Facility's residents.

2.4 Medicare and Medicaid Provider Numbers. Current Operator and New Operator acknowledge and agree that, pursuant to 42 C.F.R. §§ 442.14(a) and 489.18(c), Current Operator's Medicare Provider Agreement will be automatically assigned to New Operator by CMS. Accordingly, Current Operator agrees that it will assign its Medicare Provider Agreement and its rights thereunder to New Operator, and further agrees to promptly provide such letters, consents, verifications, information and other documents required by applicable law or regulation to CMS, any fiscal intermediary, DHS, and any other governmental and/or regulatory authority having jurisdiction of the Facility, the License, the Medicare Provider Agreement, or New Operator, or as may be reasonably requested, to effectuate the assignment of the Medicare Provider Agreement and the issuance of "tie-in notices" and to effectuate the issuance of a new Medicaid provider agreement to New Operator; provided however that as long as Current Operator materially complies with the foregoing, Current Operator shall have no liability whatsoever to New Operator or otherwise in the event that (i) CMS does not approve and/or recognize the assignment of the Medicare Provider Agreement, or (ii) the State Medicaid program or agency does not issue to New Operator a new Medicaid provider agreement. Current Operator acknowledges and agrees that, in accordance with all applicable law and regulation, New Operator may bill Medicare for services furnished to Facility residents who qualify as Medicare beneficiaries from and after the Transfer Date, utilizing the provider number issued to Current Operator under the assigned Medicare Provider Agreement. Current Operator and New Operator shall reasonably cooperate to timely transfer all Post-Transfer Accounts in a manner consistent with Section 4.2 of this Agreement. Current Operator agrees to cooperate in obtaining all necessary documentation reasonably requested by New Operator, CMS or its fiscal intermediary and/or third party payors or banking institutions to direct such transfers; provided, however, that New Operator agrees that Current Operator shall not have any liability or obligation with respect to New Operator's utilization of such provider numbers.

2.5 General Intangibles. General Intangibles used or held in connection with the operation of the business in the Facility shall be transferred to New Operator on the Transfer Date by

execution and delivery of the Bill of Sale. Current Operator agrees to cease all usage of the Trade Name from and after the Transfer Date (except as required by law) and to file an abandonment of such fictitious business name to the extent necessary to relinquish its rights therein, provided, however, that Current Operator shall have the right to continue to use the Trade Name in connection with the following: (a) any existing employee benefit plan (b) collecting Pre-Transfer Accounts; (c) resolving any disputes that may arise regarding Pre-Transfer Accounts; and (d) otherwise winding up of its affairs and business with respect to the Facility.

2.6 Excluded Assets. The Excluded Assets are not included in this transaction and shall be retained by or delivered to Current Operator in accordance with the terms, conditions, and procedures, including without limitation proration procedures, of this Agreement

### 3. RECEIVABLES AND REIMBURSEMENTS.

3.1 Current Operator's Cost Reports. Current Operator shall timely prepare and file with CMS and the State Medicaid agency its cost reports for the fiscal year ending immediately preceding the fiscal year in which the Transfer Date occurs, and for any stub period and final cost reports up to the Transfer Date in respect to its operation of the Facility which are required to be filed by law and applicable regulations under the terms of the Medicare and Medicaid programs. Current Operator will provide the appropriate agencies with any information needed to support claims for reimbursement made by Current Operator either in such final cost reports or in any cost reports filed for prior or subsequent cost reporting periods. Current Operator shall promptly provide New Operator with copies of such reports and supporting documentation. In the event Current Operator fails to timely, accurately or completely file any cost report for the Facilities, New Operator shall have the right but not the responsibility, and Current Operator hereby irrevocably appoints New Operator as its agent and attorney in-fact for such purpose, to prepare, file, and otherwise process such cost reports for Current Operator's name and behalf and at Current Operator's expense. If New Operator elects to prepare, file, complete, correct and/or process any such report, it shall do so without any legal liability for any errors or omissions therein, and Current Operator hereby forever releases, waives, and discharges New Operator from any liability, known or unknown, for its handling of any cost report hereunder.

#### 3.2 Accounts Receivable.

3.2.1 Schedule of Pre-Transfer Accounts. Current Operator shall deliver to New Operator not less than fifteen (15) days prior to the Transfer Date, a complete, correct patient/resident roster with account status, responsible party, payor source and aging as of the most recent practicable date and shall update such roster as of the Transfer Date at the earliest practicable date following the Transfer Date.

3.2.2 Pre-Transfer Accounts Receivable. Current Operator shall retain its right, title and interest in and to all unpaid Pre-Transfer Accounts, including but not limited to accounts receivable arising from rate adjustments which relate to periods prior to the Transfer Date even if such adjustments occur after the Transfer Date, and Current Operator shall remain liable for any overpayments (including without limitation recapture of pass-throughs) made to Current Operator for periods prior to the Transfer Date for which payment is due to (or for which subsequent reimbursements are offset or denied by) Medicare, Medicaid or any other third party payor after the Transfer

Date. Current Operator agrees to timely and properly bill and collect all such Pre-Transfer Accounts. Current Operator and New Operator agree that the "pay to" address for Medicare and Medicaid payments shall continue to be the Facility address. Current Operator further agrees to authorize New Operator to endorse checks made payable to "Evergreen Nursing & Rehab" or any similar names or payees, and deposit same in New Operator's account, subject to New Operator's complying with the accounting, notification, distribution and other provisions of this Agreement with respect to Pre-Transfer Accounts.

- 3.2.3 Post-Transfer Accounts. As of the Transfer Date, Current Operator hereby irrevocably assigns to New Operator any and all interest it may have in the Post-Transfer Accounts with the authority and power to bill and collect same, and disclaims all right, title and interest therein and thereto.

3.3 Handling of Receipts by New Operator. Payments received by New Operator after the Transfer Date from third party payors, such as Medicare, Medicaid, VA, managed health organizations and insurers, shall be handled as follows:

- 3.3.1 To the extent such payments either specifically indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods prior to the Transfer Date, Current Operator's portion shall be forwarded to Current Operator by New Operator, along with a copy of the applicable remittance advice, within ten (10) business days after receipt thereof; and to the extent such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods on or after the Transfer Date, they shall be retained by New Operator.
- 3.3.2 If such payments fail to indicate the period to which they relate, then all such unidentified payments received within ninety (90) days following the Transfer Date shall be deemed to relate first to the covered patient's unpaid Pre-Transfer Accounts (if any). All unidentified payments received thereafter shall be deemed to relate first to Post-Transfer Accounts.

3.4 Handling of Receipts by Current Operator. Payments received by Current Operator after the Transfer Date from third party payors, such as Medicare, Medicaid, VA, managed health organizations and insurers, if any, shall be handled as follows:

- 3.4.1 To the extent such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods prior to the Transfer Date, they shall be retained by Current Operator; and to the extent such payments indicate on the accompanying remittance advice, or if the parties agree, that they relate to periods on or after the Transfer Date, they shall be forwarded to New Operator by Current Operator, along with a copy of the applicable remittance advice, within ten (10) business days after receipt thereof; and
- 3.4.2 If such payments fail to indicate the period to which they relate, then all such unidentified payments received within ninety (90) days following the Transfer Date shall be deemed to relate first to the covered patient's unpaid Pre-Transfer Accounts (if any). All unidentified payments received thereafter shall be deemed to relate first to Post-Transfer Accounts.



3.5 Private Pay. Any payments received by either party from or on behalf of private pay patients (including without limitation self-pay, HMO and other private insurance payors) shall be treated in the same manner as described in Section 5.3 and 5.4 above; provided that any payment received by either party during the first ninety (90) days after the Transfer Date for a private pay patient or resident, which fails to designate the period to which it relates, will first be applied to reduce the patient's Pre-Transfer Account balances (if any). All unidentified payments received thereafter shall be deemed to relate first to Post-Transfer Accounts.

3.6 Offset. Without limiting any other rights or remedies of the parties under this Agreement, (i) New Operator shall have the right to offset against any payment that is due and owing to New Operator from Current Operator under the terms of this Agreement, and (ii) Current Operator shall have the right to offset against any such payments any amounts that are due and owing to it from New Operator under the terms of this Agreement; provided that in all cases the offsetting party shall promptly notify the other in writing of the offset and the reason therefor. For the avoidance of doubt, New Operator shall have the right to offset rent payable to Current Operator under the terms of the Lease against any payment that is due and owing to New Operator from Current Operator under the terms of this Agreement (including, without limitation, Current Operator's indemnification obligations).

3.7 Misapplication of Payments. In the event that any payment hereunder is misapplied by the parties, except as otherwise provided herein, the party which erroneously received said payment shall remit the same to the other within ten (10) days after such determination is made.

3.8 Cooperation in Processing of Claims. If necessary, New Operator and Current Operator agree to provide each other, upon request and in a timely manner, with copies of all Medicare and Medicaid reimbursement requests pertaining to the Facility submitted to any Medicare or Medicaid fiscal intermediary whether before or after the Transfer Date. Each party agrees to take all reasonable steps to assist the other in processing Medicare and Medicaid claims and obtaining Medicare and Medicaid payments for services rendered (i) in the case of New Operator, from and after the Transfer Date, and (ii) in the case of Current Operator, prior to the Transfer Date. The party being assisted agrees to reimburse the party rendering assistance for any reasonable documented out-of-pocket expenses incurred by the assisting party in rendering such assistance.

3.9 Access. For the period of 180 days following the Transfer Date, after providing advance notice to New Operator in each instance, Current Operator and its agents and representatives shall have reasonable access during business hours to such medical records, resident contracts, patient status reports, medical necessity documentation, services documentation, account documentation, remittance advice documentation, Nursing Services Statements (CMS-3616), and other documents and records as reasonably necessary to confirm the division of the accounts receivable, payments or accounts payable, to facilitate billing and collection of Current Operator's receivables, to handle any of Current Operator's accounts payable or reconcile any financial information.

3.10 Overpayment Claims. In the event that federal or state agencies or any private insurer or other payor making payments to Current Operator for services performed on or prior to Transfer Date make any claim for fines, civil money penalties, recoupment of fraudulent charges or overpayments (including without limitation recapture of pass-throughs) occurring for any such period, then Current Operator agrees to save, indemnify, defend and hold New Operator



harmless for, from and against any and all loss, damage, injury or expense incurred by New Operator because of any such claim, and Current Operator shall promptly reimburse New Operator for the full amount of any such claim, offset, chargeback or other attempted recovery of such fraud and overpayments upon demand. In the event Current Operator successfully appeals any such overpayment claim and New Operator receives funds or credits as result thereof, New Operator shall promptly remit to Current Operator the full amount of any such funds or credits.

#### 4. EMPLOYEES.

4.1 Current Employees. Current Operator shall deliver the Employee Schedule to New Operator not less than fifteen (15) days prior to the Transfer Date, and shall update such Employee Schedule three (3) business days before the Transfer Date. New Operator acknowledges that Current Operator may make reasonable personnel changes up to the Transfer Date. Current Operator agrees not to give any Facility employee a salary or wage increase prior to the Transfer Date without New Operator's written consent, except in normal course of business.

4.2 Status of Employees. Current Operator shall terminate the employment of each Facility employee as of the Transfer Date (except for those employees who are leased or otherwise provided to the Facility by a third party under a management agreement or similar arrangement). Current Operator agrees to issue and deliver final payroll checks, including all sums due for accrued Benefits as required by applicable State and federal laws and Current Operator's existing policies and procedures, to the Facility's employees in accordance with the requirements of applicable State and federal laws, and to timely and fully pay all payroll taxes and similar obligations due in connection therewith. Current Operator agrees to indemnify, defend and hold New Operator harmless for, from and against any and all claims, suits, actions, proceedings, costs, fees, and other liabilities arising from or in connection with the non-payment, untimely payment, or incomplete or inaccurate payment to Facility employees for wages, Benefits and other sums due employees for pre-Transfer Date periods.

4.3 Hiring of Employees. On the Transfer Date, New Operator shall use commercially reasonable efforts to (a) employ as much of the personnel employed by Current Operator at the Facility as of the day prior to the Transfer Date as reasonable possible, whether such employees are in active or inactive status, on an "at-will" basis, and (b) offer Rehired Employees positions performing comparable services and at substantially the same base wage as such Rehired Employees enjoyed prior to the Transfer Date.

4.4 Employee Records. Current Operator shall allow New Operator to retain Current Operator's employee files for Rehired Employees, including without limitation originally executed employee applications and original Form I-9s, for a period of ninety (90) days from the Transfer Date, or until New Operator has obtained new employee applications and I-9s; immediately thereafter New Operator shall deliver the original documents to Current Operator; provided that, during such retention period, New Operator shall allow Current Operator reasonable access, upon prior notice and during normal business hours, to such employee files and the ability to copy the same, as Current Operator may require in its reasonable discretion.

4.5 Employment Claims and Complaints. Current Operator represents that the Current Operator is unaware of any pending and threatened Employment Claims, resulting from the

consummation of the transaction contemplated by this Agreement or otherwise. Current Operator acknowledges that New Operator is not assuming any liability for pending, or threatened or other pre-transfer Employment Claims, and (i) New Operator hereby disclaims any and all liability for all Employment Claims arising from or in connection with the employment of any Facility employee prior to the Transfer Date, and (ii) Current Operator hereby agrees to indemnify, defend and hold New Operator harmless for, from and against any and all Employment Claims arising from or in connection with the employment of any Facility employee prior to the Transfer Date.

## 5. PRORATIONS.

5.1 Prorations. Revenues and expenses pertaining to Assumed Operating Contracts, water, electricity, sewer, gas, telephone and other charges for the billing period(s) in which the Transfer Date occurs, real and personal property taxes, prepaid expenses and other related items of revenue or expense attributable to the Facility that are not otherwise prorated under the Lease shall be prorated between Current Operator and New Operator as of the Transfer Date. In general, prorations shall be made so as to reimburse Current Operator for prepaid expense items to the extent that the same are attributable to periods on and after the Transfer Date, and to charge Current Operator for prepaid revenue items and accrued or incurred but unpaid expenses to the extent that the same are attributable to periods prior to the Transfer Date. The intent of this provision shall be implemented by New Operator remitting to Current Operator any invoices which reflect a service or delivery date before the Transfer Date and by New Operator assuming responsibility for the payment of any invoices which reflect a service or delivery date on and after the Transfer Date. In the event any invoice relates to services rendered or products delivered both before and on or after the Transfer Date, New Operator shall forward a copy of the invoice and notify Current Operator as to the charges for which Current Operator is responsible and Current Operator shall pay any amount not in dispute and identify any disputed amount within thirty (30) days after notice is given. In the event New Operator believes that Current Operator has failed to timely pay amounts due for products or services received prior to the Transfer Date and that such nonpayment threatens the availability of goods or services to the Facility, then New Operator shall notify Current Operator, and Current Operator shall pay any undisputed amount and notify New Operator of any amount which is in dispute within ten (10) days after notice is given. If Current Operator fails to make payment or identify a payment dispute then New Operator may pay the amount due, and Current Operator shall reimburse New Operator for the amount paid upon demand. If an amount is in dispute, then Current Operator shall diligently pursue a resolution with the vendor or contractor.

5.2 Calculation. All such prorations shall be based on the most recent information available. Without limiting the foregoing, water, electricity, sewer, gas, telephone and other utility charges shall be based, to the extent practicable, on final meter readings and invoices covering the period of time through the Transfer Date. Utility charges which are not metered and read on the Transfer Date shall be estimated based on prior charges, and shall be re-prorated upon receipt of statements therefor, on the basis of actual days elapsed in the relevant period.

5.3 Adjustments. All amounts owing from one party hereto to the other party hereto that require adjustment after the Transfer Date shall be settled within sixty (60) days after the Transfer Date or, in the event the information necessary for such adjustment is not available within said sixty (60) day period, then as soon thereafter as practicable.

## 6. RECORDS.

6.1 Delivery of Records. On the Transfer Date, Current Operator shall deliver to New Operator all of the records of the Facility including, but not limited to, financial records, employee records and other relevant records used or developed in the operation of the Facility, all patient medical records (including access to electronic records), and all licenses, agreements, records, reports and information. With respect to patient information, such transfer and delivery shall be in accordance with all applicable laws, rules and regulations governing the transfer of medical and other patient records. Nothing herein shall be construed as precluding Current Operator from removing from the Facility on the Transfer Date the financial records that relate to its operations at the Facility and/or to its overall corporate operations and patient medical records for patients no longer at the Facility on the Transfer Date.

6.2 Access to Records. Subsequent to the Transfer Date, New Operator shall allow Current Operator and its agents and representatives to have reasonable access (upon reasonable prior notice and during normal business hours), to inspect and to make copies of, the books and records and supporting material of the Facility relating to the period prior to and including the Transfer Date, to the extent reasonably necessary to enable Current Operator to investigate and defend malpractice, employee or other claims, to file or defend cost reports and tax returns and to verify accounts receivable collections due Current Operator.

6.3 Removal. Current Operator shall be entitled to remove the originals of any records delivered to New Operator for purposes of litigation involving a patient or employee to whom such record relates, if (i) an officer of or counsel for Current Operator certifies that such original must be produced in order to comply with applicable law or the order of a court of competent jurisdiction in connection with such litigation, and (ii) Current Operator leaves a full and complete copy of such records in the Facility while the originals are in its possession. Any record so removed shall promptly be returned to New Operator following its use.

6.4 Survey Matters. Subsequent to the Transfer Date, Current Operator shall allow New Operator and its agents and representatives to have reasonable access, to inspect and to make copies of, the patient medical records relating to the period prior to the Transfer Date, to the extent reasonably necessary to enable New Operator to respond to survey inquiries or other operation matters on or after the Transfer Date.

6.5 Maintenance. New Operator agrees to maintain such books, records and other material comprising records of the Facility's operations prior to the Transfer Date that have been received by New Operator from Current Operator or otherwise, including, but not limited to, patient records and records of patient funds, to the extent required by law, but in no event less than three (3) years or the minimum period required by any applicable statute of limitations in force as of the Transfer Date, whichever is greater, and shall allow Current Operator a reasonable opportunity to remove such documents, at Current Operator's expense, at such time as New Operator shall decide to dispose of such documents.



## 7. OPERATING AGREEMENTS.

7.1 Operating Contracts. Prior to the execution of this Agreement, Current Operator has delivered to New Operator true and complete copies of all Operating Contracts. As of such date, there will be no material Operating Contracts, oral or written, which have not been disclosed to New Operator. The Assumed Operating Contracts are in full force and effect and have not been modified, altered or amended in any way. At Closing, Current Operator will assign, and New Operator will assume and agrees to be bound by all of the terms and conditions of, the Assumed Operating Contracts from and after the Transfer Date.

7.2 Equipment Financing and Leases. Current Operator and New Operator acknowledge and agree that Current Operator has disclosed to the New Operator a list of any FF&E that is leased or otherwise encumbered under the terms of the equipment leases or equipment financing contracts. Current Operator represents and warrants that there are no outstanding liens, leases or other encumbrances affecting the Facility or any of the FF&E that have not been disclosed to New Operator. New Operator shall only assume (subject to the consent of the respective lessor or lender) and be responsible for payments and other charges accruing on the equipment leases and other equipment financing documents expressly agreed to by the New Operator on or before the Transfer Date.

## 8. INDEMNIFICATION.

8.1 Current Operator. Without limiting its other obligations and duties hereunder, Current Operator shall indemnify, defend and hold New Operator, and its officers, managers employees, and members (collectively, the "New Operator Indemnified Parties"), harmless from and against any and all claims, losses, expenses, damages, obligations, deficiencies, or liabilities of any kind, including without limitation costs of investigation, interest, penalties, reasonable attorneys' fees, and any and all costs, expenses, and fees incident to any suit, action or proceeding, incurred, sustained or suffered by the New Operator Indemnified Parties which arise out of, result from or are related to any and all obligations and liabilities relating to the ownership and the operation of the Facilities by Current Operator related to events that occurred as a result of the acts or omissions of Current Operator prior to the Transfer Date, even if not asserted until after the Transfer Date.

8.2 New Operator. New Operator shall indemnify, defend and hold Current Operator, and their respective officers, directors, employees, shareholders and affiliates (the "Seller Indemnified Parties"), harmless for, from and against any and all claims, losses, expenses, damages, obligations, deficiencies, or liabilities of any kind, including without limitation costs of investigation, interest, penalties, reasonable attorneys' fees, and any and all costs, expenses, and fees incident to any suit, action or proceeding, incurred, sustained or suffered by the Seller Indemnified Parties which arise out of, result from or are related to New Operator's operation of the Facility on and after the Transfer Date.

## 9. DEFAULT AND REMEDIES.

Notwithstanding anything contained herein to the contrary, in the event of a default by either party hereunder, the other party shall have all remedies available to it at law, in equity and under



this Agreement, which remedies shall be cumulative and not exclusive, and which remedies may be pursued singly, successively or simultaneously with any others.

10. MISCELLANEOUS.

10.1 Assignment. New Operator may not assign this Agreement to any other party or parties and any such attempted assignment will be void, except that upon written notice to Current Operator, this Agreement may be assigned to an entity owned by New Operator or that is wholly owned by the owners of New Operator.

10.2 Further Assurances. Each of the parties hereto agrees to execute and deliver any and all further agreements, documents or instruments necessary to effectuate this Agreement and the transactions referred to herein or contemplated hereby or reasonably requested by the other party to perfect or evidence their rights hereunder.

10.3 Expenses. Each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement.

10.4 Notices. All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be deemed duly given and received (i) if personally delivered, on the date of delivery, (ii) if mailed, three (3) days after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid and addressed as provided below, (iii) if by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with such service for next business day delivery, or (iv) if delivered by facsimile, deemed given upon confirmed receipt, if received during business hours of the recipient, or deemed given on the next business day after confirmed receipt, if received after business hours of the recipient, addressed as follows:

Current Operator:

New Operator:

TRADITIONS HEALTHCARE, INC.  
Attn: John Bramall

PAROWAN CITY  
Attn:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.5 Applicable Law; Jurisdiction. This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Utah without regard to conflict of laws. Except in respect of an action commenced by a third party in another jurisdiction, the parties agree that any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in a State or Federal court in Iron County, Utah and they hereby irrevocably submit to the jurisdiction of any such court.

10.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.7 Construction. This Agreement has been negotiated by and between Current Operator, Current Operator and New Operator in arms-length negotiations, and both parties are responsible for its drafting. Both parties have reviewed this Agreement with appropriate counsel, or have waived their right to do so, and the parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either party, but in accordance with the plain language and intent hereof. The captions of paragraphs and subparagraphs of this Agreement have been inserted solely for the purposes of convenience and reference, and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10.8 Controversy. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties its or their reasonable expenses, including, but not by way of limitation, reasonable attorneys' fees and costs of suit.

10.9 Waiver. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date. No waiver of any provision of this Agreement shall be enforceable unless in writing, executed by the waiving party.

10.10 Severability. Should any part of this Agreement be declared invalid for any reason, such decision shall not affect or impair the validity of the remaining part or parts hereof, and this Agreement shall remain in full force and effect as to all parts not declared invalid or unenforceable as if the same had been executed with the invalid or unenforceable portion(s) thereof eliminated.

10.11 Entire Agreement. This Agreement and the Lease comprise the entire agreement between the parties hereto with respect to the subject matter hereof and shall be construed together. This Agreement may not be amended, modified or terminated except by written instrument signed by all of the parties hereto.

10.12 No Unintended Beneficiaries. This Agreement is solely between the parties hereto, and shall not create any right or benefit in any third party, including without limitation any creditor, agent, partner, employee or affiliate of Current Operator, Current Operator, or any entity or agency having jurisdiction of the License, the Facility or the operation of the business therein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the day and year first set forth above.

New Operator:  
PAROWAN CITY

Current Operator:  
TRADITIONS HEALT CARE, INC.

By:  
Its:

By:  
Its:

**SETTLEMENT AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA  
AND THE CITY OF PAROWAN, UTAH**

**DJ # 205-77-1**

1. The parties to this Settlement Agreement are the United States of America and the City of Parowan, Utah.
2. The United States Department of Justice is referred to as the "United States" or "Department"; the City of Parowan as "City"; and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, as the "ADA".
3. This Settlement Agreement ("Agreement") resolves an investigation and compliance review conducted by the United States of the City under Title I of the ADA, 42 U.S.C. §§ 12111-12117, and its implementing regulations, 29 C.F.R. § 1630 *et seq.*
4. The parties agree that it is in their best interest, and the United States believes that it is in the public interest, to voluntarily enter into this Agreement, and agree as follows:

**I. BACKGROUND**

5. The City is a person within the meaning of 42 U.S.C. § 12111(7) and 42 U.S.C. § 2000e(a), an employer within the meaning of 42 U.S.C. § 12111(5), and a covered entity within the meaning of 42 U.S.C. § 12111(2).
6. Under Title I of the ADA, it is unlawful for an employer to make inquiries as to whether an applicant is an individual with a disability or as to the nature of such

disability before making a conditional offer of employment. 42 U.S.C.

§ 12112(d); 29 C.F.R. § 1630.13(a).

7. On July 8, 2013, the Department notified the City that it was investigating the job application procedures of the City. At that time, the City's Employment Application required public safety applicants to answer the following inquiry:  
"Are you aware of any medical, mental, or physical disabilities that would prevent you from performing the duties of a police or fire officer?" "Is your vision correctable to 20/20?" "Are you color blind?"
8. The United States alleges that the City has engaged in a pattern or practice of discrimination under the ADA by requiring applicants to disclose disabilities and/or medical information in their applications prior to making a conditional offer of employment.
9. The City has fully cooperated with the compliance review.

## **II. GENERAL AGREEMENT**

10. The City, by and through its officials, agents, employees, and all persons in active concert or participation with the City in the performance of employment or personnel functions, agrees that it shall not discriminate against an individual on the basis of disability in violation of Title I of the ADA, 42 U.S.C. §§ 12111-12117.



### **Applicants**

11. The City agrees that it will not conduct any medical examination or make any disability-related inquiry of a job applicant before an offer of employment has been made to the job applicant, except as addressed in Paragraphs 12 and 13. 42 U.S.C. § 12112(d); 29 C.F.R. § 1630.13(a).
12. During the job application process, the City may describe the hiring process to applicants, and may ask applicants whether they will need a reasonable accommodation for the process (such as a request for the employer to reformat an examination, or a request for an accommodation in connection with a job demonstration). If the need for accommodation is not obvious, the City may require applicants to provide documentation from an appropriate professional, such as a doctor or a rehabilitation counselor, on the applicant's disability and functional limitations. Disclosure of any medical or disability-related information received from an applicant requesting a reasonable accommodation for an interview or employment test shall be limited to personnel specified in Paragraph 15 below. Any medical information elicited or collected from applicants shall be maintained as specified in Paragraph 15 below.

### **Conditional Offers**

13. If the City withdraws a job offer based on medical or disability-related information, the City agrees to document and show either that the reasons for the exclusion are job-related and consistent with business necessity and the job

cannot be performed with reasonable accommodation, or that the individual is being excluded to avoid a “direct threat” to health or safety that cannot be eliminated or reduced by reasonable accommodation. *See* 42 U.S.C. §§ 12111(3), 12112, 12113; 29 C.F.R. §§ 1630.2(r), 1630.10, 1630.14, 1630.15. A reasonable accommodation is not required if the City can demonstrate that the accommodation would impose an undue hardship, i.e., significant difficulty or expense, on the operation of its business. 42. U.S.C. §§ 12112(b)(5)(A), 12111(10); 29 C.F.R. §§ 1630.2(o)(4), (p), 1630.9.

### **Employees**

14. The City shall not require a medical examination or make inquiries of an employee as to whether such employee is an individual with a disability or as to the nature or severity of the disability, unless such examination or inquiry is shown to be job-related and consistent with business necessity. The City agrees that, to the extent that any medical information is elicited or collected from any source for use in any medical examination or disability-related inquiry of employees, it will be limited in scope to exploring an employee’s medical condition only to the extent necessary to confirm, if warranted: (a) the individual’s ability to perform job-related functions, with or without a reasonable accommodation; or (b) whether the individual poses a direct threat to the health or safety of the individual or others in the workplace. *See* 42 U.S.C. §12112(d)(4), 12213; 29 C.F.R. §§ 1630.2(r), 1630.14(c), 1630.15.

### **Collection of Medical or Disability-Related Information**

15. The City agrees that any medical or disability-related information elicited or collected from any source regarding an applicant or employee will be collected and maintained on separate forms and in separate medical files and treated as a confidential medical record. Medical information collected from an applicant or an employee, including regarding an occupational injury or workers' compensation claim, can only be disclosed to: (a) supervisors and managers who may be informed about necessary restrictions on the work or duties of the employee and necessary accommodations; (b) first aid and safety personnel, when appropriate, if the disability might require emergency treatment; and (c) government officials investigating compliance with the ADA on request. *See* 42 U.S.C. §§ 12112(d)(3)(B), 12112(d)(4)(C); 29 C.F.R. §§ 1630.14(b)(1), 1630.14(c)(1), 1630.14(d)(1).

### **Training**

16. The City shall provide training on the ADA ("ADA Training") to all current supervisory employees and all employees who participate in making hiring or personnel decisions (collectively, "Supervisors"). The City shall provide such ADA Training to all Supervisors within ninety (90) days of the effective date of this Agreement. Such ADA Training shall also be provided to new Supervisors (whether by hire or promotion), following the effective date of this Agreement, within thirty (30) days after the start of their employment as Supervisors. The

City shall maintain attendance logs reflecting the date of the training and the names of all training attendees, along with the attendees' job titles. The ADA Training shall cover the City's responsibilities under the ADA and include instruction on procedures for: (1) conducting medical examinations and disability-related inquiries of employees and applicants; (2) engaging in an interactive process to determine appropriate reasonable accommodations to the known physical or mental impairments of otherwise qualified applicants or employees with disabilities to allow those applicants or employees to perform the essential functions of their jobs; and (3) complying with the prohibition on retaliation against employees based on their protected activity, as defined by the ADA. *See, e.g.*, <http://www.eeoc.gov/policy/docs/accommodation.html>; <http://www.eeoc.gov/policy/docs/guidance-inquiries.html>; <http://www.eeoc.gov/policy/docs/qanda-inquiries.html>; <http://www.eeoc.gov/policy/docs/preemp.html>; [http://www.eeoc.gov/laws/statutes/adaaa\\_notice.cfm](http://www.eeoc.gov/laws/statutes/adaaa_notice.cfm); and <http://www.eeoc.gov/laws/types/facts-retal.cfm>.

17. Within thirty (30) days of the effective date of this Agreement, the City shall submit to the Department for approval, which shall not be unreasonably withheld, the trainer it seeks to use, including the individual's Curriculum Vitae. The trainer shall be knowledgeable about Title I of the ADA.



### **Employee for ADA Compliance**

18. Within sixty (60) days of the effective date of this Agreement, the City agrees to designate an employee (or employees) or consultant to address ADA compliance matters. The City shall identify the designated individual to the United States for approval, which shall not be unreasonably withheld. The designated employee(s) or consultant shall be knowledgeable about or receive training on the ADA, shall serve as the primary contact(s) on disability-related issues and concerns raised by applicants for employment with the City and by City employees, and shall oversee and coordinate implementation of the requirements of this Agreement.
19. The City agrees that all training manuals, written materials, and online materials addressing City employees and hiring policies and practices shall be consistent with the provisions of this Agreement.

### **Web Accessibility**

20. Within ninety (90) days of the effective date of this Agreement, the City shall ensure that its employment opportunities website and job applications contained therein conform to, at a minimum, the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria and other Conformance Requirements (“WCAG 2.0 AA”). The WCAG 2.0 AA is available at: <http://www.w3.org/TR/WCAG20/>.

### **Reporting**

21. Six (6) months after the effective date of this Agreement, and every six (6) months thereafter during the term of this Agreement, the City shall provide a written report (“Report”) which shall include the following:

(a) Any lawsuit, written complaint, charge, or grievance alleging that the City conducted an unlawful inquiry as to whether an applicant is an individual with a disability or as to the nature of such disability before making a conditional offer of employment. The Report shall include, at a minimum, a description of the nature of the allegation, the name and contact information of the individual bringing the allegation, and documents in the City’s possession relevant to the allegation;

(b) A list of withdrawn job offers based on medical or disability-related information. The Report shall detail the reasons for the exclusion, for example, that the reason for the exclusion is job-related and consistent with business necessity and the job cannot be performed with reasonable accommodation, or that the individual is being excluded to avoid a “direct threat” to health or safety that cannot be eliminated or reduced by reasonable accommodation, or that such an accommodation would cause undue hardship; and

(c) The attendance logs reflecting the dates of the training referenced in Paragraph 16 above, and the names of all training attendees, along with the attendees’ job titles.

22. The City shall not retaliate against any person because that person has opposed the City's allegedly discriminatory policies or practices in any manner, or because that person has cooperated with the Department's investigation of the City's employment practices or any proceedings connected with that investigation or with the administration of this Agreement. 42 U.S.C. §12203, 29 C.F.R. § 1630.12.

### **III. IMPLEMENTATION AND ENFORCEMENT**

23. The United States may review compliance with this Agreement at any time. If the United States believes that the City has violated this Agreement, the United States will notify the City in writing and will attempt to resolve the issues in good faith. If the United States' concerns are not fully resolved within thirty (30) days of the written notice, the United States may institute a civil action in federal district court to enforce the terms of this Agreement, or to otherwise enforce the ADA.
24. This Agreement is not intended to remedy any other violations or potential violations of the ADA or any other federal or state law other than the violations alleged by the United States in this Agreement.
25. This Agreement contains the entire agreement between the United States and the City on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by any party or agent of any party, that is not contained in this Agreement shall be enforceable.
26. This Agreement does not affect the City's continuing responsibility to comply

with all aspects of the ADA.

27. If any provision of this Agreement is determined to be invalid, unenforceable, or otherwise contrary to applicable law, such provision shall be deemed restated to reflect as nearly as possible, and to the fullest extent permitted by law, its original intent, and shall not affect any other provisions of the Agreement, all of which shall remain in full force and effect.
28. Failure by the United States to seek enforcement of any provision of this Agreement shall not be construed as a waiver of the United States' right to enforce any provisions of this Agreement.
29. A copy of this Agreement or any information contained herein may be made available to any person, and the City shall provide a copy of the Agreement to any person upon request.
30. The effective date of this Agreement is the date of the last signature below.
31. The duration of this Agreement shall be three (3) years from the effective date.
32. This Agreement shall be binding upon the City, its agents, and employees.
33. The signatories represent that they have the authority to bind the respective parties



identified below to the terms of this Agreement.

For the City of Parowan:

JUSTIN W. WAYMENT  
Attorney at Law  
5 S. Main Street  
Parowan, Utah 84761  
(435) 477-3331

\_\_\_\_\_

Date \_\_\_\_\_

For the United States of America:

VANITA GUPTA  
Acting Assistant Attorney General  
EVE L. HILL  
Deputy Assistant Attorney General  
Civil Rights Division

By:

\_\_\_\_\_  
REBECCA B. BOND, Chief  
KATHLEEN P. WOLFE  
Special Litigation Counsel  
AMANDA MAISELS  
Deputy Chief  
ELAINE GRANT  
Senior Trial Attorney  
Disability Rights Section  
U.S. Department of Justice  
Washington, D.C. 20530  
(202) 305-8686

Date \_\_\_\_\_

**AGREEMENT**

**(REGARDING PAROWAN CITY GRAVEL TRAP)**

This Agreement is between the parties known as **PAROWAN CITY CORPORATION** of Parowan, Iron County, State of Utah, hereinafter known as **CITY**; and **ROBERT A. EVANS**, doing business as **EVANS EXCAVATING AND SUPPLIES**, of Parowan, Iron County, State of Utah, hereinafter known as **COMPANY**.

**RECITALS**

**WHEREAS**, City has within its City boundaries, and under its direction and control, a gravel trap which collects dirt and gravel from the Parowan Canyon stream passing through it; and

**WHEREAS**, Company is desirous of using the dirt and gravel which collects in the City's gravel trap and is willing to provide maintenance required in the gravel trap area to permit the continued collection of dirt and gravel as it is carried down Parowan Canyon.

**IT IS MUTUALLY AGREED** by and between the parties herein in consideration of the promises and covenants herein contained, as follows:

1. It is agreed by the parties that the gravel trap is that area which is bounded by on the East by the concrete diversion structure near the Old Mill Road and Parowan Canyon Road, and on the West by the head works of the water division system, through both of which the Parowan Canyon stream passes.
2. Company hereby agrees to maintain the above-described area, (hereinafter referred to as the "Gravel Trap"), and to keep all banks in the area at their present height and in such a fashion as to contain reasonable heavy run-off waters so as to help limit and prevent flooding through Parowan City.
3. Company agrees to clean out the Gravel Trap as required for flood control purposes to the reasonable satisfaction of the Parowan City Officials and the Officials of the Parowan Reservoir Company as they so request through Parowan City.
4. Subject to the limitations contained herein, Company agrees to remove all dirt and gravel from the gravel trap and surrounding area which is not necessary to maintain the banks for flood control purposes and which might present a flood hazard or prevent the ingress and egress

of equipment and vehicles to the area for inspection or for other purposes set forth herein.

5. City retains the right to place equipment near the gravel trap to retrieve and process dirt and gravel so long as City's operations do not preclude Company's operations in the area. City's use of any dirt and gravel shall not impact this Agreement, and Company further agrees that residents of City may have free access to unprocessed gravel and dirt in the area for private, residential, and non-commercial use, so long as the dirt and gravel is taken from the bottom of the trap and not from Company stockpiles or the banks of the trap. City does not assume nor accept responsibility for the actions of third-parties who access dirt and gravel, and it shall be the responsibility of Company to monitor the same. Company may post such signs as Company deems proper to identify that product previously processed by Company and to which Company shall have exclusive right or control.

6. City may use dirt and Gravel which it has processed for its own use, but agrees not claim any gravel or dirt which has been processed by Company, except that if Company abandons said gravel or dirt, or places the same in an area the constitutes a danger to the City, then City shall provide Company ten (10) days to relocate the same. If Company fails to relocate the same after ten (10) days, then City may relocate or use the processed dirt or gravel as it deems proper.

7. Company shall shut down any equipment which it may be operating pursuant to this Agreement whenever required for the safety, health, convenience, and comfort of residents of City or when deemed necessary by City's officials, including but not limited to, the times when the prevailing wind would carry the dust and noise into surrounding residences in such a manner as to be offensive to the occupants thereof or when the noise from the operation of the equipment would disturb persons using the City cemetery which is close by. Company shall comply with all mining and dust laws imposed by Ordinance as well as State or Federal statutory mandates.

8. City agrees that in return for the promises set forth herein above, Company shall have free use of all gravel and dirt taken as provided above for City and City residents to use.

9. Company may stack gravel and dirt materials at a mutually agreeable site along the banks of the gravel trap after processing for a period not to exceed 250 days per year.

10. Company shall have the right to install equipment and process materials on the site of the gravel trap for a period up to 145 days

per year.

11. In the event the City locates equipment at the gravel trap and processed materials for its own use, it will maintain the banks as required of the Company in this Agreement. Both parties shall clean up any debris or other residual materials created by City's operations. The parties further agree that either party may fence any area where processed materials are being stored.

12. The parties agree that in the event of the death of Robert A. Evans or the failure of the business known as Evans Excavating and Supplies, herein above referred to as Company, City would assume the responsibilities set forth in the contract and will seek no recourse against Company, provided Company notifies City in writing within a reasonable time after the occurrence of either one or both of the above situations.

13. Each party shall be responsible for their own expenses incurred in the processing of its own gravel and dirt materials under this Agreement.

14. The parties further agree that Company will be held blameless and not responsible for any damage from floods or other natural disasters so long as Company does not block the flood channel, maintains the banks as required and otherwise complies with the provisions of this Agreement.

15. This Agreement shall be valid for five (5) years, unless terminated by either Party with one hundred and eighty (180) days written notice. Upon expiration of the five (5) years, this Agreement shall revert to a month-to-month tenancy.

16. Miscellaneous.

a. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover their reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such party may be entitled.

b. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Agreement.

c. This Agreement contains the entire agreement between



the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. Further, the recitals set forth above, together with the exhibits attached hereto, are incorporated in and made an integral part of this Agreement by this reference. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement.

d. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and shall be recorded in the Official Records. This Agreement may not be modified except with the consent of the Parties hereto, and then only by written instrument duly executed and acknowledged.

DATED this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

Supplies

\_\_\_\_\_  
Robert A. Evans  
dba Evans Excavating and

\_\_\_\_\_  
Donald G. Landes,  
Parowan City Mayor

Attest:

\_\_\_\_\_  
Callie Bassett  
Parowan City Recorder